

**AMENDED AND RESTATED BYLAWS
OF
PICKETT PLACE HOMEOWNERS ASSOCIATION**

Preamble

WHEREAS, the Pickett Place Homeowners Association was created and established by a certain Declaration Of Covenants, Restrictions And Assessments For Pickett Place, filed December 21, 2001, with the Recorder of Franklin County, Ohio; and

WHEREAS, the Bylaws of the Pickett Place Homeowners Association were adopted on December 21, 2001 and certain amendments to the Bylaws were adopted by the members on November 4, 2009; and

WHEREAS, in 2010, the Ohio General Assembly passed S.B. 187, effective September 10, 2010, enacting, Chapter 5312, Ohio Revised Code, applicable to "Planned Communities;" and

WHEREAS, the Board of Directors of Pickett Place Homeowners Association filed the Bylaws of the Association, as amended, with the Recorder of Franklin County, Ohio on May 12, 2011, in compliance with the provisions of Section 5312.02(D), Ohio Rev. Code; and

WHEREAS, the Board of Directors of Pickett Place Homeowners Association have determined that it is necessary and appropriate to amend and revise the Bylaws to incorporate the applicable provisions and requirements of Chapter 5312, Ohio Rev. Code, as enacted and effective September 10, 2010, and have submitted proposed Amended and Restated Bylaws to the members of the Pickett Place Homeowners Association for consideration and approval at the annual meeting of the Association held on November 9, 2011.

NOW THEREFORE, the Amended And Restated Bylaws of Pickett Place Homeowners Association are as follows:

ARTICLE I

NAME AND PURPOSE

Section 1.01 The name of this unincorporated association shall be Pickett Place Homeowners Association (the "Association").

Section 1.02 The general purpose of the Association is to be an association of the owners of certain residential Lots in a development known as and referred to herein as "Pickett Place," situated in the City of New Albany, Franklin County, Ohio.

Section 1.03 As used in these Bylaws:

- (a) "Member" means an "Owner" as defined in Sec. 5312.01(K) of the Ohio Rev. Code;
- (b) "Pickett Place Homeowners Association" or "Association" means an "Owners Association" as defined in Sec. 5312.01(L) of the Ohio Rev. Code;
- (c) The "Declaration Of Covenants, Restrictions And Assessments For Pickett Place" filed December 21, 2001, with the Recorder of Franklin County, Ohio, Instrument No. 20011221 0298629 (the "Declaration"), established a "Planned Community" as defined in Sec. 5312.01(M) of the Ohio Rev. Code; and
- (d) "Lot," a subplot in Pickett Place, means "Lot" as defined in Sec. 5312.01(J) of the Ohio Rev. Code.
- (e) "Expenses" or "common expenses" means "common expense" as defined in Sec. 5312.01(D) of the Ohio Rev. Code.

ARTICLE II

MEMBERS AND VOTING

Section 2.01 Every person or entity who owns a fee or undivided fee simple interest in one of the following Lots in Pickett Place shall be a member of the Association:

Situated in the State of Ohio, County of Franklin, City of New Albany, and described as follows:

Being Lots 1 through 39, inclusive, and Lots 41 through 46, inclusive, of Pickett Place as the same are numbered and delineated on the recorded plat thereof, of record in Plat Book 94, Page 4, et seq., records of the Recorder of Franklin County, Ohio.

Being all of the Lots in Pickett Place except Lot 40, which is currently not owned by any of the members.

In addition, the owners of any Additional Property, as set forth in the Declaration of Covenants, from and after the time that the property has been subjected to restrictions (whether by deed or declaration) requiring membership in this Association, shall also, be members of the Association. The membership of each owner shall terminate when the owner ceases to own an undivided fee simple interest or interests in one of the Lots, and upon the sale, transfer or other disposition of each undivided fee simple interest in a Lot, the membership in the Association which is appurtenant to that interest shall automatically be transferred to the new owner[s] of the interest. No member may otherwise terminate membership in the Association or sever that membership interest.

Section 2.02 Except as provided herein, on any question for which the vote of members is permitted or required, the owner or owners of each such Lot shall be entitled to exercise one vote

for each such Lot owned by such owner or owners. If two or more persons own undivided interests in a Lot as fiduciaries, tenants in common or otherwise, such persons shall only be entitled to one vote with respect to that Lot, which vote shall be exercised, if at all, as a single vote.

Section 2.03 Fiduciaries and minors who are owners of record of a Lot or Lots may vote their respective interests as members. If two or more persons own undivided interests in a Lot as fiduciaries, tenants in common or otherwise, such persons shall be entitled to one vote with respect to that Lot, which vote shall be exercised, if at all, as a single vote. Likewise, if more than one of such persons attends a meeting, acts in voting by mail or executing consents, a majority of those voting may act with respect to that Lot. If only one such person attends a meeting, votes or executes a consent, then that person may act for all.

Section 2.04 A corporation, (including a foreign corporation licensed to do business in Ohio, or a non-profit or professional corporation), which is a member of the Association may exercise its right to vote by any officer, and any such officer shall conclusively be deemed to have authority to vote and to execute any proxies and written waivers and consents relative thereto, unless, before a vote is taken or a consent or waiver is acted upon, it shall be made to appear by a certified copy of the regulations or bylaws or of a resolution adopted by the Board of Directors of said corporation that such authority does not exist or is vested in some other officer or person. A partnership which is a member of the Association may exercise its right to vote only by a partner or agent thereof specifically designated in a written document executed by all partners of the partnership and delivered to the secretary of the Association before a vote is taken or a consent or waiver is acted upon. A limited partnership which is a member of the Association may exercise its right to vote only by the general partner or agent thereof specifically designated in a written document executed by the general partner(s) and delivered to the secretary of the Association before a vote is taken or consent or waiver is acted upon. A limited liability company, or other legal entity whose organizational documents or registration are on file with the Secretary of State of Ohio, may exercise its right to vote only by a designated member or officer specifically designated in a written document executed by an appropriate member, officer or official and delivered to the secretary of the Association before a vote is taken or consent or waiver is acted upon.

Section 2.05 At meetings of the members or otherwise, any member entitled to vote or take action may be represented and may vote or take action by a proxy or proxies appointed by an instrument in writing. Each such instrument shall be filed with the Board of Directors before the person holding the proxy shall be allowed to vote under that proxy at the meeting before the person holding the proxy may take action under that proxy without a meeting. No proxy shall be valid after the expiration of eleven (11) months from its date of execution unless the member executing it shall have specified therein the length of time that it is to continue in effect.

ARTICLE III

MEETINGS OF MEMBERS

Section 3.01 An annual meeting of the members for the election of Directors shall be held on the first Monday in November of each year, or on such other date within one month thereafter as may be designated by the Board of Directors of the Association from time to time.

Section 3.02 Special meetings of the members may be called by a majority of the Directors acting with or without a meeting, or by members entitled to exercise not less than ten percent (10%) of the total voting power of the members. Upon delivery of a request in writing to the Board of Directors of the Association by persons entitled to call such a meeting, it shall be the duty of the Board of Directors to give notice to the members in accordance with these Bylaws, but if such request is refused, then the persons making the request may call a meeting by giving the notice.

Section 3.03 All meetings of members shall be held at such places as may be specified by the Board of Directors or the persons calling the meeting.

Section 3.04 A written or printed notice, or email, of every meeting of members, whether annual or special, stating the time, place and purpose or purposes for which the meeting is called, shall be given by the Board of Directors of the Association by personal delivery, email or by mail not more than sixty (60) nor less than ten (10) days before the meeting to each member entitled to notice thereof. If mailed, such notice shall be addressed to the member at that member's address as it appears on the records of the Association. The Association shall have no obligation to perform research or investigations beyond its records to ascertain the identity or the address of any member. If a meeting is adjourned to another time or place, no further notice of the adjourned meeting need be given if the time and place to which it is adjourned are fixed and announced at the meeting. In the event of a transfer of ownership of a Lot after notice has been given and prior to the holding of the meeting, it shall not be necessary to serve notice on the transferee. The record date for determining the members who are entitled to receive notice of or who are entitled to vote at a meeting of members shall be the business day next preceding the day on which notice is given. In any case where a person's or entity's right to vote is questioned or disputed, the person wishing to vote shall have the burden of proving that person's right to vote.

Section 3.05 Notice of the time, place and purpose or purposes of any meeting of members may be waived in writing either before or after the holding of the meeting by any member, which writing shall be filed with or entered upon the records of the meeting. The attendance of a member at any meeting in person or by proxy without protesting the lack of proper notice prior to or at the commencement of the meeting shall be deemed to be a waiver by that member of notice of the meeting. Those members entitled to vote who are present in person and represented by proxy at a meeting may adjourn the meeting from time to time, and at the adjourned meeting any business may be transacted as if the meeting had been held as originally called.

Section 3.06 A quorum for any meeting of members shall be that number of members who are entitled to vote who are present in person or represented by proxy at a meeting.

Section 3.07 The order of business of any meeting of members shall be determined by the Board of Directors, unless otherwise determined by a vote of those members entitled to exercise not less than a majority of the voting power of the members present in person or represented by proxy at the meeting.

Section 3.08 All questions shall be determined by the vote of those members entitled to exercise not less than a majority of the voting power of the members present in person and represented by proxy at a meeting, unless for any particular purpose, a different vote is required by law, the Declaration, these Bylaws or otherwise.

Section 3.09 Any action which may be authorized or taken at a meeting of members may be authorized or taken without a meeting in a writing or writings signed by members exercising a majority of the voting power of all members or such greater proportion thereof as the Declaration, these Bylaws, applicable restrictions or any provision of law may otherwise require. Said writing or writings shall be filed with or entered upon the records of the Association. Any vote which may be taken at a meeting of members may also be conducted by mail. In that event ballots shall be mailed to all persons and entities who are members of the Association at the time of the mailing and approval shall be required from a majority of the voting power of all members or from such greater proportion thereof (or lesser, in the case of electing members of the Board of Directors) proportion thereof as the Declaration, these Bylaws, or any provision of law may otherwise require. Adequate records of the manner and results of each vote conducted by mail shall also be filed with or entered upon the records of the Association.

ARTICLE IV

BOARD OF DIRECTORS

Section 4.01 Subject to such limitations as have been or may hereafter be imposed by the Declaration, these Bylaws, or by Ch. 5312 of the Ohio Rev. Code, as any of the same may be lawfully amended from time to time, all power and authority of the Association shall be vested in and exercised by a Board of Directors. Those Directors shall manage and conduct the business and affairs of the Association and exercise the powers and duties established by the Declaration, and these Bylaws and by law, until they resign, or until their successors are elected and qualified. Members of the Board of Directors shall be members of the Association, a spouse of a member of the Association, or a duly appointed representative of an entity that is a member of the Association. Any principal, member of a limited liability company, partner, director, officer, trustee or employee of the owner may be elected to the Board of Directors. The Directors shall be elected at the regular annual meeting of members of the Association or at special meetings called for that purpose. The Board shall continue to consist of three Directors, unless members exercising a majority of the voting power of members determine to change the number of Directors. Directors shall serve two-year terms, terminating at the end of the second annual meeting thereafter. Any Director may be removed at a special meeting of the members of the Association called for that purpose by the affirmative vote of those members entitled to exercise not less than seventy-five percent (75%) of the voting power of all members. Members of the Board of Directors shall not receive any compensation for their services, but may be reimbursed for out-of-pocket and travel expenses.

Section 4.02 Candidate may be nominated from the floor of any meeting held for the purpose of electing a Director or Directors.

Section 4.03 In the event a Director is removed, resigns, or is otherwise unable to continue to serve as a Director, a replacement Director shall be appointed by the remaining Directors. If the remaining Directors who are to make that appointment cannot agree upon a person to fill the vacancy within thirty (30) days after it is created, the remaining Directors shall call a special meeting of members of the Association, to fill the vacancy, such meeting to be held within sixty (60) days after the vacancy is created. Any Director appointed or elected to fill a vacancy shall

hold office for the unexpired term of the Director that Director succeeds and until that Director's successor is elected and qualified, or until that Director resigns.

Section 4.04 The Board of Directors shall hold such meetings from time to time, as it deems necessary. However, the Board shall meet not less than semi-annually. Meetings shall be held at such place as a majority of the Directors may determine, or by a joint telephone or electronic connection if so requested by a majority of the Directors.

Section 4.05 The Board of Directors shall elect officers of the Association, including, but not limited to, a Chairman or President, Vice-President, Secretary and Treasurer. The Chairman or President, and Secretary, shall be members of the Board of Directors, but other officers may be members of the Association. The term of each office shall not exceed one year and shall end at the next annual meeting of the members. In the event an officer resigns, or is removed, or is unable to continue to serve as an officer, the Board of Directors may elect a successor to serve in such office until the next annual meeting of the members.

Section 4.06 At all meetings of the Board of Directors a majority of the members thereof shall constitute a quorum, but less than a quorum may adjourn a meeting from time to time, and at adjourned meetings any business may be transacted as if the meeting had been held as originally called. The act of a majority of the Directors present at any meeting at which there is a quorum shall be the act of the Board, except as otherwise required by law, the Declaration or these Bylaws.

Section 4.07 The Board of Directors shall:

- (a) annually, solicit bids and select a service provider to perform lawn care and landscape services for each of the Lots subject to the provisions of the Declaration and these Bylaws, provided that the Directors may renew a contract with a service provider from year to year without soliciting additional bids;
- (b) annually adopt and amend an estimated budget for revenues and expenses, and an assessment to pay expenses, if needed;
- (c) collect assessments for common expenses from members in accordance with these Bylaws and Sec. 5312.10 of the Ohio Rev. Code;
- (d) keep correct and complete books and records of account relating to common receipts and expenses, including records showing the collection of assessments from the members;
- (e) prepare and approve minutes of the meetings of the Association and the Board of Directors; and
- (f) maintain current records of the names and addresses of the owners.

Section 4.08 Any action which may be authorized or taken at a meeting of the Board of Directors may be authorized or taken without a meeting in a writing or writings signed by all of the Directors, which writing or writings shall be filed with or entered upon the records of the Association.

Section 4.09 These Bylaws incorporate by reference the powers, duties and responsibilities of a Board of Directors of an Owners Association set forth in Sec. 5312.06(D) of the Ohio Rev. Code, not expressly stated herein and not inconsistent with the Declaration and these Bylaws.

Section 4.10 The Board of Directors may adopt such resolutions, and take such action, as it deems necessary and proper for the government and operation of the Association to carry out the provisions and authority of the Declaration and these Bylaws.

ARTICLE V

COMMITTEES

The Board of Directors may, from time to time, create a committee or committees, and may delegate to any such committee any of the authority and power of the Board, however derived. Each committee shall serve at the pleasure of the Board and shall be subject to the control and direction of the Board. Any committee may act pursuant to the vote of a majority of its members at a meeting of the committee or by a writing or writings signed by all of its members. Any act or authorization by any such committee within the authority delegated to it shall be as effective for all purposes as the act or authorization of the Board. Each committee shall establish its own procedures for scheduling and giving notice of its meetings, establishing agendas, maintaining records of its meetings and actions, and other administrative matters, subject to any such procedures which may be established for that committee or all committees by the Board.

ARTICLE VI

ASSESSMENTS

These Bylaws incorporate by reference the provisions of Article V of the Declaration, and the provisions of Sections 5312.10, 5312.11 and 5312.12, Ohio Rev. Code, not inconsistent with Article V of the Declaration, pertaining to assessments and liens. The Board of Directors may adopt resolutions from time to time implementing the provisions and authority authorized by the Declaration and referenced statutes, as amended, pertaining to assessments and liens.

ARTICLE VII

NOTICES AND DEMANDS

Section 7.01 Any notice or demand which is required to be given or delivered to or served upon a member of the Association shall be in writing and shall be deemed to have been given, delivered or served when delivered personally to that person or mailed to that person at that person's address as it appears on the records of the Association.

Section 7.02 In computing the period of time for the giving of a notice required or permitted under the Declaration, these Bylaws or a resolution of the members or Directors, the day on which the notice is given shall be excluded, and the day when the act for which notice is given is to be done shall be included, unless the instrument calling for the notice otherwise provides. If

notice is permitted to be given by mail, the notice shall be deemed to have been given when deposited in the mail.

ARTICLE VIII

COMPLIANCE AND CONFLICT

The Association and all members, residents, tenants and other persons lawfully in possession and control of a Lot in Pickett Place shall comply with all covenants, conditions, restrictions and provisions set forth in the Declaration, with these Bylaws, as amended, and any rules, resolutions or provisions adopted by the Board of Directors in furtherance thereof, and with the provisions of Ch. 5312, Ohio Rev. Code. In the event of any conflict between the provisions of Ch. 5312, Ohio Rev. Code and the express requirements, covenants, conditions, restrictions and provisions of the Declaration and/or these Bylaws, as amended, the Declaration and Bylaws shall control.

ARTICLE IX

AMENDMENTS

These Bylaws may be amended or new Bylaws may be adopted at a meeting of members held for that purpose or in a vote conducted by mail by the affirmative vote of those members entitled to exercise not less than seventy-five percent (75%) of the total voting power of members. Any amended or new Bylaws shall be filed by the Directors with the Recorder of Franklin County, Ohio, within sixty (60) days after the date of adoption, as required by Sec. 5312.02(D)(3) of the Ohio Rev. Code.

Adopted: November 9, 2011

Prepared by:
Harry J. Lehman, Esq.
5 Pickett Place
New Albany, Ohio 43054-8415

Recorder
Leveland
Box

**DECLARATION OF COVENANTS, RESTRICTIONS
AND ASSESSMENTS FOR PICKETT PLACE**

Instr. 200112210296629 12/21/2001
Pages: 23 F: \$98.00 11:46AM
Robert G. Montgomery T20010171365
Franklin County Recorder BXL0VELAND

This is a declaration of covenants, easements, restrictions and assessment liens ("the Declaration") made on or as of this 21st day of December 2001, adopted by the parties whose notarized signatures are set forth on the several signature pages attached hereto, collectively referred to as the "Declarants".

Background

A. Each of the Declarants owns a fee simple interest in a Lot or Lots in Pickett Place, described in Article I, below, the Lot or Lots owned by each being identified on Attachment 1 to this Declaration. These Lots are collectively referred to herein as the "Benefited Lots."

B. Declarants desire hereby to provide for the preservation of the values of the Benefited Lots, for the benefit of the present and future owners and occupants of those Lots and the single-family residences on them by providing a plan to ensure that lawns and front landscaping beds are properly maintained.

C. Contiguous to the Benefited Lots is property that may be platted and developed as a subdivision of lots with single-family homes to be built on them, and subjected to the plan and restrictions created hereby. This property, along with Lots 33 and 40, respectively, of Pickett Place, which may also be submitted to the provisions hereof in the future, are referred to herein as the "Additional Property." In this instrument Benefited Lots and all Additional Property subjected to the plan and restrictions created hereby shall constitute and be known collectively, at any time, as "Benefited Lots."

D. Declarants deem it desirable for the accomplishment of these objectives to create an agency to which is delegated and assigned the non-exclusive right and obligation to administer and enforce the provisions hereof, and, if necessary, to collect and disburse the funds necessary to accomplish these objectives. Accordingly, Declarants hereby form an unincorporated Ohio corporation named the PICKETT PLACE HOMEOWNERS' ASSOCIATION ("the Association"), whose members are and will be the Declarants, and their respective successors and assigns.

**COVENANTS, EASEMENTS, RESTRICTIONS
AND ASSESSMENT LIENS**

NOW THEREFORE, Declarants hereby declare that their respective Benefited Lots in Pickett Place identified on Attachment 1, shall be held, sold, conveyed and occupied subject to the following covenants and restrictions, which are for the purpose of protecting the values and desirability of, and which shall run with the title to, each of those Benefited Lots, shall be binding on all parties having any right, title or interest therein, and each part thereof, and their respective heirs, successors and assigns, and shall inure to the benefit of and be enforceable jointly and severally by the Declarants, (either one or more), the Association, and the respective personal representatives, heirs, successors and assigns of each:

ARTICLE I

THE PROPERTY

Section 1. Property Subjected. The Benefited Lots which shall be held, transferred, sold, conveyed and occupied subject to the terms of this Declaration, shall consist of the following:

Situated in the State of Ohio, County of Franklin, City of New Albany, and described as follows:

Being Lots 1 through 32, inclusive, Lots 34 through 39, inclusive, and Lots 41 through 46, inclusive, of Pickett Place as the same are numbered and delineated on the recorded plat thereof, of record in Plat Book 94, Page 4, et seq., records of the Recorder of Franklin County, Ohio;

being all of the Lots in Pickett Place except Lot 33 and Lot 40, which are not owned by any of the Declarants.

Section 2. Additional Property. The right is reserved to cause the Additional Property, or any portion thereof, to become subject to the provisions of this Declaration, and the owners of a Lot or Lots therein subject to the rights and obligations of members set forth herein and in the Code of Regulations of the Association. The execution by the fee simple owners of such property and two authorized Directors of the Board of Directors of the unincorporated Association, with the same formalities as this Declaration, and the recording thereof in the records of the Recorder of Franklin County, Ohio, of a supplemental

RECORDED
NOT NECESSARY

DEC 21 2001
JOSEPH W. TESTA
AUDITOR
FRANKLIN COUNTY, OHIO

declaration or declarations, shall subject that property to the provisions hereof; provided that any such supplemental declaration may contain such supplementary additions and modifications hereof as may be necessary to reflect the different character, if any, of the property added, and as are not inconsistent with the overall scheme of this Declaration. Upon the addition of property to this plan, the property therein and the owners of that property shall be subject to and benefited by the provisions hereof applicable to Benefited Lots and the owners thereof.

ARTICLE II

THE ASSOCIATION

Section 1. Organization. An association of the owners of the Benefited Lots is hereby established as an unincorporated association. However, the right is reserved, with the approval of the owners of those Lots exercising a majority of the voting power of those Lots, to incorporate as an Ohio corporation not-for-profit.

Section 2. Membership. Every holder of a recorded fee simple interest in a Benefited Lot shall, while holding such interest, be a member of the Association. However, although each such holder is a member, there shall only be one membership per Lot, and in the event the fee simple interest in a Lot, is held by more than one person or entity, the co-interest holders of such interests while holding such interests shall have only one membership in the Association as tenants in common, with respect to that Lot. Such membership is appurtenant to and inseparable from such interests. Status as a member shall automatically transfer to the transferee of that interest at the time the fee simple interest is transferred of record. The foregoing is not intended to include persons or entities that hold an interest merely as security for the performance of an obligation and the giving of a security interest or mortgage shall not terminate the membership

Section 3. Powers; Authority; Duties. The Association shall have all the rights, powers, and duties established, invested, or imposed pursuant hereto, and the laws of the State of Ohio applicable with respect to Ohio unincorporated associations. Among other things, the Association, through its Board of Directors, shall have the power to enforce and administer the restrictions set forth herein, borrow money, pledge assets and receivables, levy and collect assessments, collect and maintain reserves for replacement or anticipated expenditures, enter into contracts, and take such other actions as it deems appropriate in fulfilling the Association's purposes.

Section 4. Governance. The Association shall be governed by provisions set forth herein and its Bylaws consistent therewith that may from time to time be adopted by its members, by vote of those members holding a majority of the voting power of its members. Members with respect to a Lot shall be entitled to a single vote with respect to that Lot, which vote shall be exercised, if at all, as a single vote.

ARTICLE III

REPAIR AND MAINTENANCE RESPONSIBILITIES

Section 1. The Association. The Association shall have no obligation to maintain, repair or replace, or bear the cost of maintaining, repairing or replacing any dwelling or other improvement on a Lot, or any other real or personal property in Pickett Place. The Reserves located within Pickett Place as identified on a plat of Pickett Place, are owned, or to be owned, by a separate association and neither this Association nor any Lot owner shall be responsible for the maintenance of those Reserves.

Section 2. Lot Owners. The maintenance, repair, and replacement of a dwelling and other improvements on a Lot shall be the responsibility of the owner or owners of that Lot, at the cost of that Lot owner or owners.

Section 3. Lawn Care/Landscaping Services. In the interests of maintaining uniform appearance and standards of care and maintenance of lawns and landscaping for all of Pickett Place, the Association, through its elected Board of Directors, shall annually solicit bids and select a landscape/lawn care provider to mow and fertilize the lawns on each of the subjected Lots and to maintain the front landscape beds located on those Lots. Once the Board selects the landscape/lawn care provider, the owner of each Lot shall individually enter into a contract with the selected provider for the provision of the lawn care/landscape services. Each Lot owner shall be responsible for paying the selected provider for the cost of the lawn care/landscape services for that owner or owners Lot. In the event that a Lot owner or owners refuse or fail to enter into a contract with the selected service provider, the Association shall have a right, but not an obligation to enter on to a Lot and have the services performed and charge the cost therefore to the Lot owner or owners.

ARTICLE IV

GRANTS AND RESERVATIONS OF RIGHTS AND EASEMENTS

Section 1. Easements of Enjoyment; Limitations. Every Lot owner shall have an unrestricted right of access to and from that owner's Lot. Each Lot owner shall be deemed to have delegated that Lot owner's right of enjoyment of ingress and egress to the occupants of a dwelling on that owner's Lot.

Section 2. Association Entry, Repair and Maintenance Easements. The Association shall have a right of entry and access to, over, upon and through all of the Lots to enable the Association to perform its obligations, rights and duties pursuant hereto with regard to enforcement of the covenants, restrictions and other provisions of this Declaration.

Section 3. Easements for Encroachments. Each Lot shall be subject to and benefited by easements for encroachments on or by any other Lot created or arising by reason of overhangs, or by reason of deviations in construction, reconstruction, repair, shifting, settlement, or other movement of any portion of the Improvements. Valid easements for these encroachments and for the maintenance of same shall and do exist so long as the encroachments remain.

Section 4. Easement for Support. Every portion of a building or utility line or any Improvement on any portion of Pickett Place contributing to the support of another building, utility line or improvement on another portion of Pickett Place shall be burdened with an easement of support for the benefit of all other such buildings, utility lines, Improvements and other portions of Pickett Place.

Section 5. General. Unless specifically limited herein otherwise, the easements described herein shall run with the land and pass with the title to the benefited properties, shall be appurtenant to the properties benefited thereby, shall be enforceable by the owners of the properties benefited thereby, and shall be perpetual. The easements and grants provided herein shall in no way affect any other recorded grant or easement. Failure to refer specifically to any or all of the easements and/or rights described in this declaration in any deed of conveyance or in any mortgage or other evidence of obligation shall not defeat or fail to reserve said rights or easements but the same shall be deemed conveyed or encumbered, as the case may be, along with the Lot.

ARTICLE V

ASSESSMENTS AND ASSESSMENT LIENS

Section 1. Special Assessments

(a) Although it is not presently anticipated as being necessary, the Board may levy, at any time, special assessments against each of the Benefited Lots for the purpose of providing funds to pay the cost of services to be provided by the Association. Such assessments, if any, shall be divided equally among each of the Benefited Lots. Except as otherwise provided herein, any assessment, other than special assessments provided for under subsection (b) below, established in accordance herewith shall be due and payable thirty (30) days after written notice of the amount thereof is sent by the Board of Directors to the owners subject thereto. Written notice mailed or delivered to an owner's Lot shall constitute notice to that Lot owner, unless the Lot owner has delivered written notice to the Board of a different address for such notices, in which event the mailing of the same to that last designated address shall constitute notice to that Lot owner.

(b) In the event that pursuant to the provisions hereof, a owner or owners of a Benefited Lot becomes obligated to the Association for the payment of money to the Association, such as, but not limited to, the cost of having the lawn care/landscaping services performed, the Board may levy a special individual assessment against that owner, and that owner's Benefited Lot or Lots. In addition, all costs of enforcement of any provision of this Declaration including, without limitation, all costs, expenses, and legal fees, shall be assessable hereunder. All such special assessments shall become due and payable on such date as the Board determines.

Section 2. Independent Covenant. The obligation of each owner of a Benefited Lot to pay any assessment is an independent covenant, and the existence of any dispute or alleged failure of any kind, sort or nature on the part of the Association or the Declarants, shall in no circumstances be grounds or other basis for an owner to assert an offset or to fail to pay any assessment when due and payable.

Section 3. Effect of Nonpayment of Assessment; Remedies of the Association.

(a) If any Lot owner fails to pay the assessment or portion of any installment of any assessment within ten (10) days after the same has become due, the Board of Directors, at its option, without demand or notice, may (i) charge interest on the entire unpaid balance at the highest rate of interest then permitted by law, or at such lower rate as the Board may from time to time determine, and (ii) charge a reasonable, uniform, late fee, as determined from time to time by the Board.

(b) Operating, special and special individual assessments, together with interest, late fees, administrative charges, and all collection and enforcement costs, including reasonable attorney fees, shall be a charge and a continuing lien in favor of the Association upon the Lot against which each such assessment is made.

(c) At any time after an assessment or any portion of any assessment levied pursuant hereto remains unpaid for thirty (30) or more days after the same has become due and payable, a certificate of lien for all or any part of the unpaid balance of that

assessment, interest, late fees, and costs, including attorney fees, may be filed with the Franklin County Recorder, pursuant to authorization given by the Board of Directors. The certificate shall contain a description of the Lot against which the lien exists, the name or names of the record owner or owners thereof, and the amount of the unpaid portion of the assessments and charges, and shall be signed by such officer of the Association as the Board shall designate. The foregoing provisions providing for the filing of a certificate of lien are not in derogation of, and do not impair, the continuing lien provided for in subsection (b), above, nor is the filing of such a certificate a prerequisite to the filing of an action in foreclosure.

(d) The lien provided for herein shall remain valid, and shall remain as evidence of a lien secured delinquency, for a period of five (5) years from the date a certificate of lien or renewal certificate was duly filed therefor, unless sooner released or satisfied in the same manner provided by law in the State of Ohio for the release and satisfaction of mortgages on real property, or discharged by the final judgment or order of a court in an action brought to discharge the lien.

(e) Any Lot owner or owners who believe that an assessment chargeable to his, her, its or their Lot (for which a certificate of lien has been filed by the Association) has been improperly charged against that Lot, may bring an action in the Court of Common Pleas of Franklin County for the discharge of that lien and/or a declaratory judgment that such assessment was unlawful. The filing of such action shall not be grounds for an offset or to withhold payment. In any such action, if it is finally determined that all or a portion of the assessment has been improperly charged to that Lot, the court shall make such order as is just, which may provide for a discharge of record of all or a portion of that lien and a refund of an assessment or portion thereof determined to be unlawful.

(f) Each such assessment together with interest, administrative charges, late fees and costs, including reasonable attorney fees, shall also be the joint and several personal obligation of the Lot owners who owned the Lot at the time when the assessment fell due. The obligation for delinquent assessments, interest, late charges and costs shall not be the personal obligation of that owner or owners' successors in title unless expressly assumed by the successors, or required by applicable law, provided, however, that the right of the Association to a lien against that Lot, or to foreclose any lien thereon for these delinquent assessments, interest, late charges and costs, shall not be impaired or abridged by reason of the transfer, but shall continue unaffected thereby.

(g) The Association, as authorized by the Board, may file a lien or liens to secure payment of delinquent assessments, interest, late fees, administrative charges, and costs, including attorney fees, bring an action at law against the owner or owners personally obligated to pay an unpaid obligation to the Association, and an action to foreclose a lien, or any one or more of these. In any foreclosure action, the owner or owners affected shall be required to pay a reasonable rental for that Lot during the pendency of such action, and the Association as plaintiff in any such foreclosure action shall be entitled to become a purchaser at the foreclosure sale. In any such foreclosure action, interest and costs of such action (including attorneys' fees) shall be added to the amount of any such assessment, to the extent permitted by Ohio law.

Section 4. Certificate Regarding Assessments. The Board shall, upon demand, for a reasonable charge, furnish a certificate signed by a designated representative of the Association, setting forth whether the assessments on a specified Lot have been paid. This certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 5. Subordination of the Lien to First Mortgages. The lien of the assessments and charges provided for herein shall be subject and subordinate to the lien of any duly executed first mortgage on a Lot recorded prior to the date on which such lien of the Association arises, and any holder of such first mortgage which comes into possession of a Lot pursuant to the remedies provided in the mortgage, foreclosure of the mortgage, or deed or assignment in lieu of foreclosure, and any purchaser at a foreclosure sale, shall take the property free of any claims for unpaid installments of assessments and charges against the mortgaged Lot which became due and payable prior, in the case of foreclosure, to the date of the sale, and, in all other cases, to the date legal title vested in the successor owner.

ARTICLE VI

USE OF FUNDS

Section 1. Application of Assessments. The Association shall apply all funds received by it pursuant hereto, and all other funds and property received by it from any source, to the fulfillment of the purposes of the Association as hereinbefore provided.

Section 2. Authority to Borrow Funds. In order to secure the repayment of any and all sums borrowed by it, loaned to it, or owed by it, from time to time, the Association is hereby granted the right and power to mortgage and pledge all revenue received and to be received and/or to assign and pledge all revenues received or to be received by it under any provisions of these covenants, including, but not

limited to, the proceeds of the assessments payable hereunder. The amounts, terms and rates of all borrowing and the provisions of all agreements with holders or owners of any such debt obligation shall be subject solely to the decision of the Board acting in its absolute discretion.

Section 3. Authority to Maintain Surplus. The Association shall not be obligated to spend in any particular time period all the sums collected or received by it in such time period or in any other time period and may carry forward, as surplus, any balances remaining; nor shall the Association be obligated to apply any such surpluses to the reduction of the amount of the assessment in any year, but may carry forward from year to year and time to time such surplus as the Board in its absolute discretion may determine to be desirable for the greater financial security of the Association and the effectuation of its purposes.

Section 4. Authority to Enter Into Contracts. The Association shall have the power and authority to contract with any person, corporation, firm or other entity, for the exercise of any one or more of the various powers and authority granted to and duties to be performed by the Association hereunder, and to delegate such powers and authority to any agent or employee of the Association, and the exercise of those powers and authority by such person, corporation, firm, entity, agent or employee shall be deemed the exercise of those powers and authority by the Association, except that no independent contractor shall be deemed by virtue of these provisions to be the agent of the Association. There shall be no requirement of any bond or surety for the Association, its agents, employees, or others assuring the exercise of the powers and authority granted hereunder, except as the Board of Directors shall in their sole discretion deem necessary or desirable for the safeguarding of any funds received by the Association.

ARTICLE VII

CONSTRUCTIVE NOTICE AND ACCEPTANCE

Every person who now or hereafter owns or acquires any right, title or estate in any Benefited Lot shall be conclusively deemed to have consented and agreed to every covenant, condition and restriction contained herein, whether or not a reference to these is contained in the instrument by which that person acquired an interest in that Lot.

ARTICLE VIII

ENFORCEMENT

Section 1. Violation Abatement. Violation or breach of any restriction contained herein shall give to the Association the right to enter the Lot involved and correct the violation at the expense of the owner or owners of the Lot involved, the cost of which (including administrative charges and attorney fees) may be charged and collected as an assessment against that Lot and its owners.

Section 2. Enforcement. In addition to any other remedies provided herein, jointly and severally the Association, and each Lot owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, easements, reservations, liens and charges set forth herein or now or hereafter imposed by or through the Association's bylaws, and/or rules and regulations. Further, the Association and each Lot owner shall have rights of action against each other for failure to comply with the provisions hereof and applicable law, and with respect to decisions made pursuant to authority granted thereunder, provided, the Association shall have the right to assess reasonable charges against a Lot owner who fails to comply with the same, including the right to assess charges for the costs of enforcement and arbitration, and provided, further, that neither the Association nor its directors, officers, or other representatives, shall be liable to any Lot owner or occupant, or their invitees, for damage to any Lot or any part thereof, or any personal property of such Lot owner, occupant or invitee, or for injury to such person, unless the damage or injury was proximately caused by the gross negligence or the intentional tortious act of the Association or such director, officer or other representative. In addition to all other remedies available by law, the Association may use summary abatement or similar means to enforce any provisions hereof or restrictions against the Lot or its use, provided that judicial proceedings shall be instituted before any items of construction may be altered or demolished by summary means.

Section 3. Failure to Enforce. Failure by the Association or by any Lot owner to proceed with such enforcement shall in no event be deemed a waiver of the right to enforce at a later date the original violation or a subsequent violation, nor shall the doctrine of laches nor any statute of limitations bar the enforcement of any such restriction, condition, covenant, reservation, easement, lien or charge.

Section 4. No Duty to Enforce. Notwithstanding any other provision hereof, the Association shall not owe a duty to any Lot owner, or any party claiming through a Lot owner, to enforce any covenant, restriction, condition, term, or provision of this Declaration. By purchasing a Lot, the owners thereof and their respective personal representatives, heirs, successors and assigns hereby waive any claim against the Association, and release the Association from any liability arising from the failure to enforce any provisions hereof.

ARTICLE IX

EFFECTIVE PERIOD; AMENDMENT

Section 1. Effective Period. The provisions hereof shall bind and run with the land for a term of forty (40) years from and after the date that this Declaration is filed for record with the Recorder of Franklin County, Ohio and thereafter this Declaration shall automatically renew forever for successive periods of ten years each unless earlier terminated with the consent of members exercising not less than seventy-five percent (75%) of the voting power of all members.

Section 2. Amendments. Except as otherwise provided herein, this Declaration may be amended or modified at any time with the approval of members holding not less than seventy-five percent (75%) of the voting power of members, provided that the consent of all members shall be required for any amendment which effects a change in the voting power of any member or the fundamental purpose for which the Association is organized. Any amendment to this Declaration adopted with the aforesaid consents shall be executed with the same formalities as to execution as observed in this Declaration by two authorized Directors of the Association who certify that it was adopted by members holding not less than seventy-five percent (75%) of the voting power of all members. Any amendment so adopted and executed shall be effective upon the filing of the same with the Recorder of Franklin County, Ohio.

ARTICLE X

GENERAL PROVISIONS

Section 1. Joint and Several Obligations. Each and every obligation of a Lot owner hereunder shall be the joint and several obligation of each Lot owner of a fee simple interest in that Lot, and any demand, notice or other communication or action given or taken hereunder or pursuant hereto or by one of such joint owners, shall be deemed given, taken or received by all such joint Lot owners.

Section 2. Severability. Invalidation of any one of the covenants, restrictions or other provisions hereof by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 3. Mutuality. All restrictions, conditions and covenants contained herein are made for the direct, mutual, and reciprocal benefit of the Declarants, the Association, and the present and future owners of the Benefited Lots, and each part thereof, and their respective personal representatives, heirs, successors, and assigns; the provisions hereof shall create mutual equitable servitudes upon the property submitted to these restrictions and each part thereof in favor of each other part thereof; and any Lot referred to herein as benefited hereby; the provisions hereof shall create reciprocal rights and obligations between the respective owners of all such Lots and privity of contract and estate between all owners thereof; and the provisions hereof shall, as to the owner or owners of any such Lot, and that owner or owners respective heirs, personal representatives, successors and assigns, operate as covenants running with the land for the benefit of all such Lots and the owners thereof.

Section 4. Notices. Notices, demands, or other communications to a Lot owner shall be given in writing by personal delivery to the Lot owner or at the Lot, if a dwelling has been constructed on such Lot, or by depositing such notice in the United States Mail, first class, postage prepaid, to the address of the Lot owner as shown by the records of the Association, or as otherwise designated in writing by the Lot owner. Any demand, notice or other communication or action given or taken hereunder or by one of the joint Lot owners of a Lot shall be deemed to be given, taken, or received by all such joint Lot owners.

Section 5. Construction. In interpreting words and phrases herein, unless the context shall otherwise provide or require, the singular shall include the plural, and the plural shall include the singular, and the use of any gender shall include all genders.

Section 6. Captions. The captions or headings of each article, section paragraph, attachments and the parts hereof are intended for convenience only and are not intended to be a part of the context hereof, and do not in any way define, limit, or describe the scope or intent of any provision hereof.

IN WITNESS WHEREOF, the Declarants, each on one of the signature pages attached to this Declaration of Pickett Place, have agreed to and adopted the same, effective on the date of the recording thereof, and thereby bind their respective Lots identified on Attachment 1 attached hereto and on that signature page attached hereto.

This instrument prepared by Calvin T. Johnson, Jr., attorney at law, Loveland & Brosius, 50 West Broad Street, Suite 3300, Columbus, Ohio 43215-5917.

ATTACHMENT 1
DECLARATION OF COVENANTS
PICKETT PLACE

Declarants' Properties Ownership Schedule

	<u>Owner</u>	<u>Lot Number</u>
1)	The Stonehenge Company	1 – 13, inclusive 15 – 17, inclusive 19 – 21, inclusive 23, 24, 31, 36, 37, 38, 39, 44, 45, and 46
2)	David A. Gawel and Cheryl R. Gawel	14
3)	Lynne Aronson, Trustee	18
4)	Jeffrey P. Beggrow and Jodine K. Beggrow	22
5)	Steven C. Dove and Sharon B. Dove	25
6)	Mina Dioun	26
7)	Mina Dioun	27
8)	David N. Hunter and Wanda J. Hunter	28
9)	Ronald Sykes and Patricia L. Sykes	29
10)	Ronald M. Ferguson and Frances E. Dersom	30
11)	Thomas R. Main and Barbara J. Main	32
12)	Walter H. Hauser and Barbara B. Hauser	34
13)	Donald W. Rivers and Kathleen E. Rivers	35
14)	J. Scott Taylor and Linda B. Taylor	41
15)	Steven J. Eskin and Susan Eskin	42
16)	Ronald D. DeThomas and Veronique LeLarge	43

Agreement upon Declaration of Parental Power, making the undersigned and 26
in the presence of the Declaration of Consent of Parent Power attached hereto.

Agreed and acknowledged
in the presence of
[Signature]
and [Signature]
and [Signature]
and [Signature]
and [Signature]

STATE OF OHIO
COUNTY OF FRANKLIN, OH

The foregoing was executed before me on the 18 day of November
1991, at [Address], and
I, who acknowledged the same to be that they are and were.

[Signature]
Notary Public
My Commission Expires [Date]
(For return)

Agreement upon Declaration of Parent Power, making the undersigned and 27
in the presence of the Declaration of Consent of Parent Power attached hereto.

Agreed and acknowledged
in the presence of
[Signature]
and [Signature]
and [Signature]
and [Signature]
and [Signature]

STATE OF OHIO
COUNTY OF FRANKLIN, OH

The foregoing was executed before me on the 18 day of November
1991, at [Address], and
I, who acknowledged the same to be that they are and were.

[Signature]
Notary Public
My Commission Expires [Date]
(For return)

Agreement upon Declaration of Parent Power, making the undersigned and 28
in the presence of the Declaration of Consent of Parent Power attached hereto.

Agreed and acknowledged
in the presence of
[Signature]
and [Signature]
and [Signature]
and [Signature]
and [Signature]

STATE OF OHIO
COUNTY OF FRANKLIN, OH

The foregoing was executed before me on the 19 day of November
1991, at [Address], and
I, who acknowledged the same to be that they are and were.

[Signature]
Notary Public
My Commission Expires [Date]
(For return)

Agreement upon Declaration of Parent Power, making the undersigned and 29
in the presence of the Declaration of Consent of Parent Power attached hereto.

Agreed and acknowledged
in the presence of
[Signature]
and [Signature]
and [Signature]
and [Signature]
and [Signature]

STATE OF OHIO
COUNTY OF FRANKLIN, OH

The foregoing was executed before me on the 19 day of November
1991, at [Address], and
I, who acknowledged the same to be that they are and were.

[Signature]
Notary Public
My Commission Expires [Date]
(For return)

Agreement upon Declaration of Parent Power, making the undersigned and 30
in the presence of the Declaration of Consent of Parent Power attached hereto.

Agreed and acknowledged
in the presence of
[Signature]
and [Signature]
and [Signature]
and [Signature]
and [Signature]

STATE OF OHIO
COUNTY OF FRANKLIN, OH

The foregoing was executed before me on the 19 day of November
1991, at [Address], and
I, who acknowledged the same to be that they are and were.

[Signature]
Notary Public
My Commission Expires [Date]
(For return)

Agreement upon Declaration of Parent Power, making the undersigned and 31
in the presence of the Declaration of Consent of Parent Power attached hereto.

Agreed and acknowledged
in the presence of
[Signature]
and [Signature]
and [Signature]
and [Signature]
and [Signature]

STATE OF OHIO
COUNTY OF FRANKLIN, OH

The foregoing was executed before me on the 19 day of November
1991, at [Address], and
I, who acknowledged the same to be that they are and were.

[Signature]
Notary Public
My Commission Expires [Date]
(For return)

Agreement page, Declaration of Fiscal Plan, making the acknowledgment and 32 in the presence of the Declaration of Consensus of Fiscal Plan attached hereto.

Agreed and acknowledged in the presence of
[Signature] [Signature]
[Signature] [Signature]
[Signature] [Signature]
[Signature] [Signature]

STATE OF OHIO
COUNTY OF FRANKLIN, OH

The foregoing was executed before me on the 18 day of November 2011, by [Signature], an individual, who acknowledged the same to be his/her free act and deed.

[Signature]
Notary Public
My Commission Expires [Date]
[Signature]

Agreement page, Declaration of Fiscal Plan, making the acknowledgment and 32 in the presence of the Declaration of Consensus of Fiscal Plan attached hereto.

Agreed and acknowledged in the presence of
[Signature] [Signature]
[Signature] [Signature]
[Signature] [Signature]
[Signature] [Signature]

STATE OF OHIO
COUNTY OF FRANKLIN, OH

The foregoing was executed before me on the 18 day of November 2011, by [Signature], an individual, who acknowledged the same to be his/her free act and deed.

[Signature]
Notary Public
My Commission Expires [Date]
[Signature]

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Agreed and acknowledged in the presence of
[Signature] [Signature]
[Signature] [Signature]
[Signature] [Signature]
[Signature] [Signature]

STATE OF OHIO
COUNTY OF FRANKLIN, OH

The foregoing was executed before me on the 18 day of November 2011, by [Signature], an individual, who acknowledged the same to be his/her free act and deed.

[Signature]
Notary Public
My Commission Expires [Date]
[Signature]

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[Signature] [Signature]
[Signature] [Signature]
[Signature] [Signature]
[Signature] [Signature]

STATE OF OHIO
COUNTY OF FRANKLIN, OH

The foregoing was executed before me on the 18 day of November 2011, by [Signature], an individual, who acknowledged the same to be his/her free act and deed.

[Signature]
Notary Public
My Commission Expires [Date]
[Signature]

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Agreed and acknowledged in the presence of
[Signature] [Signature]
[Signature] [Signature]
[Signature] [Signature]
[Signature] [Signature]

STATE OF OHIO
COUNTY OF FRANKLIN, OH

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[Signature]
Notary Public
My Commission Expires [Date]
[Signature]

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[Signature] [Signature]
[Signature] [Signature]
[Signature] [Signature]
[Signature] [Signature]

STATE OF OHIO
COUNTY OF FRANKLIN, OH

The foregoing was executed before me on the 18 day of November 2011, by [Signature], an individual, who acknowledged the same to be his/her free act and deed.

[Signature]
Notary Public
My Commission Expires [Date]
[Signature]

Republic page, Declaration of Present Facts, being the assignment and
conveyance of the County of Franklin, in the presence of the Declaration of
County of Franklin, in the presence of the County of Franklin.

Signed and acknowledged
in the presence of
The Notary Public
James M. Jeter
Notary Public, State of Illinois
James M. Jeter
Notary Public, State of Illinois

STATE OF ILLINOIS
COUNTY OF FRANKLIN, ILL.

The foregoing was executed before me on the 20th day of December
1911, at South L. Decatur, in the County of Franklin,
The Notary Public, in the presence of the parties.

James M. Jeter
Notary Public

For Sale Contract
JAN 2 1912
COUNTY OF FRANKLIN, ILL.

Republic page, Declaration of Present Facts, being the assignment and conveyance of the County of Franklin, in the presence of the Declaration of County of Franklin, in the presence of the County of Franklin.

Signed and acknowledged
in the presence of
The Notary Public
James M. Jeter
Notary Public, State of Illinois
James M. Jeter
Notary Public, State of Illinois

STATE OF ILLINOIS
COUNTY OF FRANKLIN, ILL.

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The Notary Public, in the presence of the parties.

James M. Jeter
Notary Public

For Sale Contract

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Signed and acknowledged
in the presence of
The Notary Public
James M. Jeter
Notary Public, State of Illinois
James M. Jeter
Notary Public, State of Illinois

STATE OF ILLINOIS
COUNTY OF FRANKLIN, ILL.

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1911, at South L. Decatur, in the County of Franklin,
The Notary Public, in the presence of the parties.

James M. Jeter
Notary Public

For Sale Contract

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James M. Jeter
Notary Public, State of Illinois
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Notary Public, State of Illinois

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The Notary Public, in the presence of the parties.

James M. Jeter
Notary Public

For Sale Contract

on behalf of the Owner under the Master Community Documents; and (d) User Assessments for the services which may be provided pursuant to Sections 10.29 and/or 10.30. The Base, Special, Default and User Assessments, together with interest, costs, and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the Privately Owned Site against which such Assessment is made until paid. Each such Assessment, together with interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the Owner of such Privately Owned Site at the time when the Assessment fell due. No Owner may waive or otherwise exempt himself from liability for Assessments for any reason including, by way of illustration and not limitation, non-use of the Master Association Properties or any services provided by the Master Association or abandonment of a Privately Owned Site. No diminution or abatement of Assessment or set-off shall be claimed or allowed for any reason whatsoever, including, by way of illustration and not limitation, any alleged failure of the Master Association or Board of Trustees to take some action, perform some function required to be taken or performed by the Master Association or Board of Trustees under the Master Community Documents, or to provide some service required or permitted to be provided under the terms of this Declaration or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Master Association, or from any action taken to comply with any law, ordinance or any order or directive of any municipal or other governmental authority.

Section 8.2. Purpose of Assessments. The Assessments levied by the Master Association shall be used exclusively to promote the recreation, health, safety, and welfare of the Owners and occupants of The New Albany Communities, to pay for services provided to the Owners pursuant to the terms of this Declaration and for the acquisition, improvement and maintenance of the Master Association Properties, including, but not limited to, the payment of taxes and insurance thereon, and repair, replacement, and additions thereto, reserve accounts, the cost of labor, equipment, materials, management, and supervision, the salary or fee of the Manager, administrative costs and the payment of interest and principal on funds borrowed by the Master Association.

Section 8.3. Annual Budget. The Board shall prepare a budget prior to the beginning of each fiscal year estimating its net cash flow requirements for the next year and an estimate of the total Assessments to be charged and distribute them to the Owners at least 30 days prior to the annual meeting of the Board. The Community Representatives shall have the opportunity to discuss them at the annual meeting prior to their final approval. On or before December 15 of each year, the Board shall approve the budget in final form, and shall determine, levy, and assess the Master Association's Base Assessments for the following year. Each budget shall include funds for establishing and maintaining reserves for periodic repairs, replacement, and maintenance of those improvements on the Master Association Properties which must be replaced on a periodic basis.

and for taxes, capital improvements, deficiencies from the prior year's Maintenance Fund, and other purposes and shall include any expected income and surplus from the prior year's Maintenance Fund.

Section 8.4. Calculation and Apportionment of Base Assessments. For the purpose of providing funds for the items specified in subsections 9.1.2, 9.1.3 and 9.1.4, the Board shall for each year, commencing with the year 1991, fix and assess the Base Assessment against each Privately Owned Site, which Base Assessment shall be equal to the product of (a) the then current Assessed Valuation for such Privately Owned Site multiplied by (b) a fraction, the numerator of which is an amount equal to the total Base Assessment then being levied by the Master Association and the denominator of which is the aggregate current Assessed Valuation of all Privately Owned Sites. Once established, except for correction of a clerical error, the Assessed Valuation for each year for each Privately Owned Site shall be final and there shall be no adjustment for that year for any increase or decrease in the real estate tax valuation of such Privately Owned Site by reason of any complaint filed pursuant to Ohio Revised Code Section 5715.01 or otherwise. Notwithstanding any other provision of this Declaration, for purposes of Base Assessments, the Assessed Valuation for the Club Facilities shall be \$3,000,000, increased annually on January 1 by the percentage interest in the C.F.I. for the preceding 12 month period ending September 30.

8.4.1. As soon as shall be practicable in each year, the Master Association shall cause to be sent to each Owner a written statement providing the amount of the Base Assessment with respect to such Privately Owned Site for the year in question.

8.4.2. Prior to the Turnover Date, the Declarant may elect to pay the Base Assessments on Privately Owned Sites owned by Declarant or in lieu thereof, not pay such Base Assessments and pay any deficit incurred in operating the Master Association and the Master Association Properties. In the event the Declarant pays Base Assessments and the Base Assessments are insufficient to pay the costs of operating the Master Association and the Master Association Properties, the Board shall levy an additional Base Assessment to cover such deficiency which will be allocated among and charged to all Privately Owned Sites in the same proportion as the Base Assessment for that year.

Section 8.5. Date of Commencement of Base Assessments; Due Dates. The Base Assessments provided herein shall commence as to a Privately Owned Site on the day of the closing of the conveyance of the Privately Owned Site to an Owner. The first Base Assessment shall be prorated according to the number of days remaining in the calendar year. The Base Assessments shall commence for Privately Owned Sites contained in each phase of the Expansion Properties Annexed to The New Albany Communities on the day of the recording of the Supplemental Declaration incorporating them into The New Albany

Communities, and shall be prorated according to the number of days remaining in the calendar year. Assessments shall be collected on a periodic basis as the Board may determine from time to time, but until the Board directs otherwise, Assessments shall be payable quarterly in advance on the first day of each calendar quarter. The Master Association may agree with the Community Associations for the Master Association to collect Base or Special Assessments of the Community Associations and remit them to the Community Associations on a timely basis. Collection of the Assessments in this manner shall not prevent the creation of the Assessments in this manner against any Privately Owned Site or affect the Community Association's lien against any Privately Owned Site or affect the Community Association's ability to enforce or collect its Assessments as provided in the Community Documents if they are not remitted to the Master Association in a timely manner.

Section 8.6. Special Assessments. In addition to the Base Assessments authorized by Section 8.1 hereof, the Board of Trustees may levy, in any Assessment year, a Special Assessment, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, repair or replacement of a capital improvement, including the necessary fixtures and personal property related thereto. Any such Special Assessment that exceeds 25% percent of the gross annual budget of the Board for that year shall require the affirmative vote of at least 67% of the total votes eligible to be cast by the Voting Members at a special meeting of the Voting Members duly called as provided in the Code of Regulations for that purpose, written notice of which shall be sent to all Voting Members at least 30 days in advance and which shall set forth the purpose of the meeting. Notice in writing of the amount of any Special Assessment and the time for payment thereof shall be given promptly to the Owners, and no payment shall be due less than 30 days after such notice shall have been given. Special Assessments levied pursuant to this subsection shall be payable by Owners in such manner and at such times as determined by the Board, and may be payable in installments extending beyond the Assessment year in which the Special Assessment is approved, if the Board so determines. Special Assessments shall be segregated into a separate account and may only be used for the purpose collected.

Section 8.7. Default Assessments. All monetary fines assessed against an Owner pursuant to the Master Community Documents, or any expense of the Master Association which is the obligation of an Owner or which is incurred by the Master Association on behalf of the Owner pursuant to the Master Community Documents, shall be a Default Assessment and shall become a lien against such Owner's Privately Owned Site which may be foreclosed or otherwise collected as provided herein. Notice of the amount and due date of such Default Assessments shall be sent to the Owners subject to such Assessment at least 30 days prior to their due date.

Section 8.8. User Assessments. In addition to the Base Assessments the Board may levy User Assessments for any security, cable television and/or telephone services which may be provided pursuant to the provisions of this Declaration. User Assessments

levied pursuant to this Section shall be payable by the Owners in such manner and at such times as determined by the Board.

Section 8.9. Effect of Non-payment of Assessment Lien; Remedies of the Master Association. Any Assessment installment, whether of a Base, Special, or Default Assessment, which is not paid within 30 days of its due date shall be delinquent. In the event that an Assessment installment becomes delinquent, the Master Association, in its sole discretion, may take any or all of the following actions:

- 8.9.1. Assess a late charge of not less than 5% of the delinquent amount;
- 8.9.2. Assess an interest charge from the date of delinquency at 1-1/2% per month or the maximum rate allowed by law;
- 8.9.3. Suspend the voting rights of the Owner during any period of delinquency;
- 8.9.4. Accelerate all remaining Assessment installments for the fiscal year in question so that unpaid Assessments for the remainder of the fiscal year shall be due and payable at once;
- 8.9.5. Bring an action at law against any Owner personally obligated to pay the delinquent installments;
- 8.9.6. File a statement of lien with respect to the Privately Owned Site, and foreclose on the Privately Owned Site as set forth in more detail below; and
- 8.9.7. Suspend the rights of the Owner to use the Master Association Properties and the Community Association Properties during any period of delinquency.

The Master Association may file a statement of lien by recording with the Recorder of the county in which the Site is located, a written statement with respect to such Site, setting forth the name of the Owner, the legal description of the Site, the name of the Master Association, and the amount of delinquent Assessments then owing, which statement shall be duly signed and acknowledged by the President or a Vice President of the Master Association or by the Manager, if any, and which shall be served upon the Owner of the Privately Owned Site by mail to the address of the Privately Owned Site or at such other address as the Master Association may have in its records for the Owner of the Privately Owned Site. Thirty days following the mailing of such notice, the Master Association may proceed to foreclose the lien in the same manner as provided for the foreclosure of mortgages under the statutes of the State of Ohio. Such lien shall be in favor of the Master Association and shall be for the benefit of all other owners. In either a personal or foreclosure action, the Master Association shall be entitled to recover as a part of the action, the interest, costs, and reasonable attorneys' fees with respect to the action. The Master Association

shall have the power to bid for the Site at the foreclosure sale and to purchase, hold, lease, Mortgage and sell the same. During the period in which a Site is owned by the Master Association following foreclosure: no Assessments shall be levied against it and each other Site shall be charged, in addition to its usual Assessments, its prorata share of the Assessment that would have been levied against such Site had it not been acquired by the Master Association as a result of foreclosure. The remedies herein provided shall not be exclusive and the Master Association may enforce any other remedies to collect delinquent Assessments as may be provided by law.

Section 8.10. Successor's Liability for Assessments. In addition to the personal obligation of each Owner of a Privately Owned Site to pay all Assessments thereon and the Master Association's perpetual lien on a Privately Owned Site for such Assessments, all successors to the fee simple title of a Privately Owned Site, except as provided in this Section, shall be jointly and severally liable with the prior Owner or Owners thereof for any and all unpaid Assessments, interest, late charges, costs, expenses, and attorneys' fees against such Privately Owned Site, without prejudice to any such successor's right to recover from any prior Owner any amounts paid thereon by such successor. This liability of a successor for such amounts due before the successor's acquiring title to the Site shall not be personal and shall terminate upon termination of such successor's fee simple interest in the Privately Owned Site. In addition, such successor shall be entitled to rely on the statement of liens shown on any certificate issued by or on behalf of the Master Association under Section 8.13 hereof.

Section 8.11. Subordination of the Lien. The lien of the Assessments provided for herein shall be subordinate to the lien of any purchase money loan evidenced by a recorded First Mortgage and to any refinancing loan to refinance any such purchase money loan, provided that any such refinancing is evidenced by a First Mortgage of record. However, the lien of the Assessments shall be superior to and prior to any homestead exemption now or hereafter provided by the laws of the State of Ohio, and acceptance of a deed to any part of The New Albany Communities shall constitute a waiver of the homestead exemption by the grantee in the deed. No sale or transfer shall relieve a Privately Owned Site from liability for any Assessments or from the lien thereof. However, sale or transfer of any Privately Owned Site pursuant to a decree of foreclosure or by a public trustee's foreclosure, or any other proceeding or deed in lieu of foreclosure, for the purpose of enforcing a First Mortgage, shall extinguish the lien of such Assessments as to installments which became due prior to such sale or transfer, and the amount of such extinguished lien may be reallocated and assessed to all Privately Owned Sites as a common expense at the direction of the Board. No sale or transfer shall relieve the purchaser or transferee of a Privately Owned Site from liability for, nor the Privately Owned Site from the lien of, any Assessments made thereafter.

Section 8.12. Exempt Properties. The following portions of The New Albany Communities shall be exempt from the Assessments, charges, and liens created herein:

8.12.1. All properties dedicated to and accepted by the City of Columbus, Ohio, or the Village of New Albany, Ohio, or any other governmental entity, and devoted to public use;

8.12.2. All utility lines and easements; and

8.12.3. The Master Association Properties and any Community Association Properties.

Section 8.13. Statement of Status of Assessments. Upon 10 days written notice to the Treasurer of the Master Association or the Manager and payment of a processing fee set by the Master Association from time to time, not to exceed \$50, any Owner or Mortgagee of a Privately Owned Site shall be furnished a statement of the account for such Privately Owned Site setting forth:

8.13.1. The amount of any unpaid Assessments (whether Base, Special, or Default Assessments), interest, late charges, costs, expenses, and attorneys' fees then existing against a particular Privately Owned Site;

8.13.2. The amount of the current periodic installments of the Base Assessment and the date through which they are paid; and

8.13.3. Any other information deemed proper by the Master Association.

The information contained in such statement, when signed by the Treasurer or Manager, shall be conclusive upon the Master Association as to the person or persons to whom such statement is issued and who rely on it in good faith.

Section 8.14. Failure to Assess. The omission or failure of the Board to fix the Assessment amounts or rates or to deliver or mail to each Owner an Assessment notice shall not be deemed a waiver, modification, or a release of any Owner from the obligation to pay Assessments. In such event, each Owner shall continue to pay Base Assessments on the same basis as for the last year for which an Assessment was made until a new Assessment is made at which time any shortfalls in collections may be assessed retroactively by the Master Association.

ARTICLE IX

USE OF MAINTENANCE FUNDS

Section 9.1. Application of Assessments. The Master Association shall apply all funds received by it pursuant to this Declaration, and all other funds and property received by it from

any source, including, without limitation, the proceeds of loans referred to in Section 9.2 and the surplus of funds referred to in Section 9.3, to the following, in the order stated:

9.1.1. The payment of the costs incurred, if any, by the Master Association in connection with the provision of any security, cable television and/or telephone services which may be provided pursuant to the provisions of this Declaration;

9.1.2. The payment of all principal and interest, when due, on all sums borrowed by or loaned to the Master Association, to the extent required under any agreement with holders or owners of debt obligations referred to in Section 9.2 hereof;

9.1.3. Administrative costs and expenses incurred by the Master Association in the exercise of its powers, authority, and duties described in the Master Community Documents; and

9.1.4. The promotion of the recreation, health, safety, and welfare of the Owners and occupants of The New Albany Communities and for the improvement and maintenance of the Master Association Properties, including, but not limited to, the payment of taxes and insurance thereon, and repair, replacement and additions thereto, reserve accounts, the cost of labor, equipment, materials, management and supervision and the salary of the Manager, if any.

Section 9.2. Authority to Borrow Funds. For the purpose of providing funds for uses specified in Section 9.2, the Master Association is hereby granted the right to borrow funds from time to time upon such terms and conditions deemed appropriate by the Board. In order to secure the repayment of any and all sums borrowed by or loaned to it from time to time, the Master Association is hereby granted the right and power:

9.2.1. To assign and pledge all revenues received and to be received by it under any provision of the Master Community Documents, including, but not limited to, the proceeds of the Base Assessments payable hereunder;

9.2.2. To enter into agreements with holders and owners of any debt obligations with respect to the collection and disbursement of funds, including, but not limited to, agreements wherein the Master Association covenants:

(a) to assess the Base Assessments on a given day in each year and to assess the same at a particular rate or rates;

(b) to establish sinking funds or other security deposits;

(c) to apply all funds received by the Master Association first to the payment of all principal and interest, when due, on such debts, or to apply the same to such purpose after providing for costs of collection;

(d) to establish such collection, payment and lien enforcement procedures, not inconsistent with the provisions of the Master Community Documents, as may be required by holders or owners of any such debt obligation;

(e) to provide for the custody and safeguarding of all funds received by the Master Association; and

9.2.3. Subject to the provisions of Sections 7.4 and 11.5 hereof, to grant and convey mortgages and security interests in the Master Association Properties.

The amounts, terms and rates of borrowing and the provisions of all agreements with holders or owners of any such debt obligation shall be subject solely to the decision of the Board acting in its absolute discretion.

Section 9.3. Authority to Maintain Surplus. The Master Association shall not be obligated to spend in any particular time period all the sums collected or received by it in such time period or in any other time period and may carry forward, as surplus, any balances remaining; nor shall the Master Association be obligated to apply any such surplus to the reduction of the amount of the Base Assessment in any year, but may carry forward from year to year and time to time such surplus as the Board in its absolute discretion may determine to be desirable for the greater financial security of the Master Association and the effectiveness of its purposes as set forth in the Master Community Documents.

ARTICLE X

GENERAL PROVISIONS

Section 10.1. Term. The covenants and restrictions of this Declaration shall run with and bind The New Albany Communities for a term of 50 years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of time of 10 years each, unless otherwise terminated or modified as hereinafter provided.

Section 10.2. Amendment. Subject to the provisions of Article XI of this Declaration, until the turnover Date, Declarant may, in its sole and absolute discretion, unilaterally amend this Declaration at any time and from time to time. Any such amendment may impose covenants, conditions, restrictions and easements upon The New Albany Communities in addition to those set forth herein, including, without limitation, restrictions on use and covenants to pay additional charges with respect to the maintenance and improvement of The New Albany Communities. After the Termination Date, Declarant may unilaterally amend this Declaration if such amendment is: (a) necessary to bring any provision hereof into compliance with any applicable governmental statute, rule, regulation or judicial order, (b) necessary to enable any reputable

title insurance company to issue title insurance coverage on the Privately Owned Sites, (c) required to conform to the requirements of FMA or FIDMC, or (d) necessary to correct errors; provided, however, any such amendment shall not materially adversely affect the title to any Privately Owned Site unless the Owner thereof has consented to such amendment in writing. Any amendment not initiated by Declarant may be made only with the consent of Declarant and the written consent of at least 67% of the Owners; provided, however, that the percentage of written consents necessary to amend a specific clause of this Declaration shall not be less than the prescribed percentage of affirmative consent required for action to be taken under that clause. No amendment may remove, revoke, or modify any right or privilege of Declarant without the written consent of Declarant or the assignee of such right or privilege.

Section 10.3. Effective on Recording. Any amendment, to be effective, must be recorded in the office of the Recorder of all counties in which The New Albany Communities are situated as hereinafter provided. A copy of such amendment or modification, executed and acknowledged by the necessary number of Owners (and by Declarant as required herein) accompanied by a certificate of a licensed abstract or title company as to ownership, or a copy of the amendment or modification together with a duly authenticated certificate of the Secretary of the Board stating that the required number of consents of Owners and a certificate of a licensed title or abstract company were obtained and are on file in the office of the Master Association, shall be recorded in the office of the Recorder of all counties in which The New Albany Communities are situated. Any amendment shall be effective immediately upon such recordation.

Section 10.4. Revocation. This Declaration shall not be revoked without the consent of all of the Owners in a written instrument duly recorded.

Section 10.5. Compliance with Documents. Each Owner shall abide by and benefit from the provisions, covenants, conditions, and restrictions contained in the Master Community Documents.

Section 10.6. Violations Deemed a Nuisance. Every violation hereof or of any other of the Master Community Documents is deemed to be a nuisance and is subject to all the remedies provided for the abatement thereof. In addition, all public and private remedies allowed at law or equity against anyone in violation of these covenants shall be available.

Section 10.7. Compliance. Each Member, Owner, or other occupant of any part of The New Albany Communities shall comply with the provisions of the Master Community Documents as the same may be amended from time to time.

Section 10.8. Failure to Comply. Failure to comply herewith shall be grounds for an action to recover damages or for injunctive

relief to cause any such violation to be remedied, or death. Reasonable notice and an opportunity for a hearing as provided in the Code of Regulations shall be given to the non-complying Owner prior to commencing any legal proceedings.

Section 10.9. Enforcement. The Master Association or any Owner shall have the right to enforce against any Owner, and any Owner shall have the right to enforce against the Master Association, by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Master Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 10.10. Remedies. In addition to the remedies set forth above in this Article X, any violation of the Master Community Documents shall give to the Board, the Manager or the Declarant, on behalf of the Owners, the right to enter upon the offending Site or take appropriate peaceful action to abate, remove, modify or replace, at the expense of the offending Owner any Building, thing or condition that may exist thereon contrary to the interest and meaning of the Master Community Documents. If the offense occurs on any easement, walkway, Common Area or the like, the cure shall be at the expense of the Owner or other person responsible for the offending condition. The Board, the Manager and their respective trustees, officers, agents and employees shall have no liability to any Owner or its occupants, guests or tenants for any actions taken pursuant to this Declaration.

Section 10.11. Non-Exclusive Remedies. All the remedies set forth herein are cumulative and not exclusive.

Section 10.12. No Liability. No member of the Board, the Declarant, the Manager nor any Owner shall be liable to any other Owner for the failure to enforce any of the Master Community Documents at any time.

Section 10.13. Recovery of Costs. If legal assistance is obtained to enforce any of the provisions hereof, or in any legal proceeding (whether or not suit is brought) for damages or for the enforcement of or to restrain the violation of the Master Community Documents, the prevailing party shall be entitled to recover all costs incurred by it in such, including reasonable attorneys' fees as may be incurred, or if suit is brought, as may be determined by the court.

Section 10.14. Resolution of Disputes. If any dispute or question arises between Owners or between Owners and the Master Association relating to the interpretation, performance or non-performance, violation, or enforcement of the Master Community Documents, such matter may be subject to a hearing and determination by the Board in accordance with the procedures which may be set forth in the Code of Regulations.

Section 10.15. Severability. This Declaration, to the extent possible, shall be construed or reformed so as to give validity to all of the provisions hereof. Any provision of this Declaration found to be prohibited by law or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating any other part hereof.

Section 10.16. Construction. In interpreting words herein, unless the context shall otherwise provide or require, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders.

Section 10.17. Headings. The headings are included only for purposes of convenient reference, and they shall not affect the meaning or interpretation of this Declaration.

Section 10.18. Registration of Mailing Address. Each Owner and Member and each Community Representative shall register his mailing address with the Secretary of the Master Association from time to time. If an Owner or Member fails to register his mailing address, such address shall be deemed to be the address of the Owner's Privately Owned Site. If a Community Representative fails to register his mailing address, such address shall be deemed to be the mailing address of that particular Community Association.

Section 10.19. Notice. All notices or requests required hereunder shall be in writing. Notice to any Owner or Member or Community Representative shall be considered delivered and effective upon personal delivery, or three days after posting, when sent by first class mail, to the address of such Owner or Member or Community Representatives on file in the records of the Master Association at the time of such mailing. Notice to the Board or the Master Association shall be considered delivered and effective upon personal delivery, or three days after posting, when sent by first class mail, to the Master Association, the Board, or the Manager, at such address as shall be established by the Master Association from time to time by notice to the Owners and Members and Community Representatives.

Section 10.20. Waiver. No failure on the part of the Master Association or the Board to give notice of default or to exercise or to delay in exercising any right or remedy hereunder shall operate as a waiver, except as herein specifically provided, should the Board fail to respond to certain requests. No waiver shall be effective unless it is in writing, signed by the president or vice president of the Board on behalf of the Master Association.

Section 10.21. Conflicts Between Documents. In case of conflict between the Declaration and the Articles of Incorporation or the Code of Regulations, the Declaration shall control. In case of conflict between the Articles of Incorporation and the Code of Regulations, the Articles of Incorporation shall control. In case of conflict between the Master Community Documents and the Community Documents, the Master Community Documents shall control.

Section 10.22. Assignment. Declarant may assign all or any part of its rights and reservations hereunder to any successor who takes title to all or part of the Master Association Properties. Such successor shall be identified, the particular rights being assigned shall be specified, and, to the extent required, concomitant obligations shall be expressly assumed by such successor, all in a written instrument duly recorded in the records of the office of the Recorder of all counties in which The New Albany Communities is situated.

Section 10.23. Use of Club Facilities. Neither membership in the Master Association nor ownership or occupancy of a Privately Owned Site shall confer any membership or ownership interest in or right of any kind to use the Club Facilities. The Master Association has no legal or equitable interest in the Club Facilities and the Club Facilities are not part of the Common Area. Rights to use the Club Facilities will be granted only to such persons, and on such terms and conditions as may be determined from time to time by the owner of the Club Facilities. The owner of the Club Facilities shall have the right, from time to time, in its sole and absolute discretion and without notice, to amend or waive the terms and conditions of use of the Club Facilities, including, without limitation, eligibility for and limitation of use rights, categories of use and extent of use privileges and number of users, and shall also have the right to reserve use rights, to terminate use rights altogether, and, to sell, transfer or convey the Club Facilities to any party (including a member-owned club) on any terms, and to require the payment of a membership contribution, initiation deposit, initiation fee, dues and other charges for use privileges.

Section 10.24. Independent Builders. The New Albany Communities is a master planned community being developed by the Declarant. The individual residential units constructed within The New Albany Communities may be constructed by the Declarant or by an independent contractor who purchases the Privately Owned Site from the Declarant. If the unit is constructed by a person or entity other than the Declarant, the Declarant shall have no liability whatsoever for the builder's activities, whether direct or indirect, including, without limitation, marketing or construction of the unit or actions of any principal, officer, trustee, partner, agent or subcontractor.

Section 10.25. Litigation. No judicial or administrative proceeding shall be commenced or prosecuted by the Master Association unless approved by the written consent of at least 75% of the Owners. This Section shall not apply, however, to (a) actions brought by the Master Association to enforce the provisions of this Declaration (including, without limitation, the foreclosure of liens), (b) the imposition and collection of assessments as provided in Article VIII hereof, (c) proceedings involving challenges to ad valorem taxation, or (d) counterclaims brought by the Master Association in proceedings instituted against it. This Section shall not be amended unless such amendment is made by the

Declarant or is approved by the percentage consent, and pursuant to the same procedures, necessary to institute proceedings as provided above.

Section 10.26. Non-Condominium/Non-Cooperative. The Master Association does not and is not intended to constitute a condominium association or a cooperative association. The New Albany Communities is not intended to be condominium property, or cooperative property under applicable law. This declaration is not part of the common elements of any condominium or cooperative unless subject to a declaration of condominium or cooperative encumbering any such property.

Section 10.27. Limitations of Liability and Indemnification. The Master Association shall indemnify every officer, trustee, and committee member against any and all expenses, including counsel fees, reasonably incurred by or imposed upon such officer, trustee, or committee member in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Trustees) to which he or she may be a party by reason of being or having been an officer, trustee, or committee member. The officers, trustees, and committee members shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers and trustees shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Master Association (except to the extent that such officers or trustees may also be Owners), and the Master Association shall indemnify and forever hold each such officer and trustee free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer, trustee, or committee member, or former officer, trustee, or committee member may be entitled. The Master Association shall, at its expense, maintain adequate general liability and officers' and trustees' liability insurance as required in Article VIII to fund this obligation, if such insurance is reasonably available.

Section 10.28. Notice of Sale or Transfer of Title. In the event that any Owner desires to sell or otherwise transfer title to his or her Site, such Owner shall give the Board of Trustees at least seven days prior written notice of the name and address of the purchaser or transferee, the date of such transfer of title, and such other information as the Board of Trustees may reasonably require. Until such written notice is received by the Board of Trustees, the transferor shall continue to be jointly and severally responsible for all obligations of the Owner of the Site hereunder, including payment of Assessments, notwithstanding the transfer of title to the Site.

Section 10.29. Security. The Master Association may, but shall not be obligated to, maintain or support certain activities within The New Albany Communities designed to make The New Albany Communities safer than it otherwise might be including, but not limited to, providing or entering into agreements with others to

provide security services to The New Albany Communities. The Master Association shall have the right to levy User Assessments against those Owners utilizing such services. Neither the Master Association, Declarant, nor any successor of Declarant shall in any way be considered insurers or guarantors of security within The New Albany Communities, however, and neither the Master Association, Declarant, nor any successor of Declarant shall be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken. All Owners and occupants of any Privately Owned Site, tenants, guests and invitees of any Owner, as applicable, acknowledge that the Master Association and its Board of Trustees, Declarant, or any successor of Declarant do not represent or warrant that any fire protection system, burglar alarm system or other security system installed in any Privately Owned Site may not be compromised or circumvented, or that any fire protection or burglar alarm systems or other security systems will prevent loss, injury or death by fire or otherwise. Each Owner, by acceptance of a deed to a Site, releases and indemnifies Declarant and the Master Association from all claims arising out of any security measures undertaken or provided by or through Declarant or the Master Association.

Section 10.30. Cable Television and Telephone. The Master Association has entered or may enter into cable television and/or telephone agreements for the provision of cable television and/or certain telephone services ("Services") to all dwellings located on Privately Owned Sites (the "Dwellings"). To facilitate such Services, Dwellings may, at the option of the Master Association, be pre-wired or retrofitted for cable television and/or telephone. The providers of such Services will maintain ownership of all facilities used to provide the Services including, without limitation, the wiring (which includes outlets and other appurtenances) within the Dwellings. The providers are hereby granted easements to build, install and maintain such facilities within The New Albany Communities, and to build and install such wiring within each Dwelling. The easements are without cost to the providers. The providers will be permitted but will not be required to remove their wiring after termination of any agreements. In no event, however, will the wiring be deemed abandoned.

To the extent permitted by law, the Master Association shall have the right to assess each Owner who is given access to the Services for such Services as part of the User Assessments regardless of whether such Services are utilized by that Owner. Sites shall not be assessed for Services until certificates of occupancy or equivalent certificates have been issued for such Sites.

Section 10.31. Waiver of Club Facilities Liability. Each Owner, each occupant of a Privately Owned Site, the Master Association, and each person using any facility within The New Albany Communities, including, but not limited to, any golf cart path or bike path, acknowledges that the Club Facilities are located in The New Albany Communities and assumes the risk of golf balls being hit into the Master Association Properties and the risk of potential bodily injury or damage to property which may result. Each Owner by taking title to a Site and the Master Association by

its joinder in this Declaration and each person using any such facility agrees that neither Declarant nor any entity designing, constructing, owning, operating or managing the Club Facilities shall be liable to the Owner or the Master Association or any invitee of the Owner or the Master Association for any loss or damage for personal injury, damage to property, trespass or any other alleged wrong attributable to the Club Facilities. This release of liability shall apply, without limitation, to any such claim arising in whole or in part from the negligence of Declarant or any other entity or person designing, constructing, managing, operating or owning the Club Facilities. Each Owner and the Master Association agree to indemnify and hold harmless Declarant and any other entity designing, constructing, managing, operating or owning the Club Facilities against all claims by their respective guests, invitees or licensees with respect to any claims above described. The provisions of this Section shall apply to the Club Facilities as originally designed and constructed and as it may be altered in design, layout and construction from time to time.

Section 10.32. Perpetuities. If any of the covenants, conditions, restrictions or other provisions of this Declaration shall be unlawful, void or voidable for violation of the rule against perpetuities, then such provisions shall continue only until 21 years after the death of the last survivor of the now living descendants of Elizabeth II, Queen of England.

ARTICLE XI

MORTGAGEE RIGHTS

Section 11.1. General. The following provisions are for the benefit of holders, insurers, or guarantors of First Mortgages on Privately Owned Sites in The New Albany Communities. To the extent applicable, necessary, or proper, the provisions of this Article XI apply to this Declaration, the Articles and the Code of Regulations.

Section 11.2. Notices of Action. A holder, insurer, or guarantor of a First Mortgage, who provides written request to the Master Association (such request to state the name and address of such holder, insurer, or guarantor and identification of the Privately Owned Site), shall be an "eligible holder" (hereinafter "Eligible Holder") and shall be entitled to timely written notice of:

11.2.1. Any condemnation loss or casualty loss which affects a material portion of the Master Association Properties or which affects any Privately Owned Site on which there is a First Mortgage held, insured, or guaranteed by such Eligible Holder;

11.2.2. Any default in performance of any obligation under the Master Community Documents, including any delinquency in the payment of Assessments or charges owed by an Owner of a Privately Owned Site subject to a First Mortgage held, insured, or guaranteed by such Eligible Holder (or any First Mortgagee) which continues for a period of 60 days;

11.2.3. Any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Master Association; or

11.2.4. Any proposed action which would require the approval of a specified percentage of Eligible Holders, as required in Sections 11.3 and 11.4.

Section 11.3. Other Provisions for the Benefit of Eligible Holders. To the extent permitted under Ohio law, the approval of 51% of the Eligible Holders of Mortgages on Privately Owned Sites subject to Eligible Holder Mortgages shall be obtained before taking the following actions:

11.3.1. Restoration or repair of the Master Association Properties, after a partial condemnation or damage due to an insurable hazard, which will not be performed substantially in accordance with the Master Community Documents and the original plans and specifications; or

11.3.2. Any election to terminate the legal status of the Master Association after substantial destruction or a substantial taking in condemnation of the Master Association Properties.

Section 11.4. Eligible Holders' Approval of Amendments to Documents. To the extent permitted by Ohio law, and except for amendments or terminations made after substantial destruction or a substantial taking in condemnation of the Master Association Properties, the following approvals shall be required:

11.4.1. The approval of 67% of the Eligible Holders of Mortgages on Privately Owned Sites subject to Eligible Holder Mortgages shall be required to terminate the legal status of the Master Association; and

11.4.2. The approval of at least 51% of the Eligible Holders of Mortgages on Privately Owned Sites subject to Eligible Holder Mortgages shall be required to add to or amend any material provisions of the Master Community Documents which establish, provide for, govern, or regulate any of the following (an addition or amendment shall not be deemed material if it is for the purpose of correcting technical errors or for clarification):

- (a) Voting;
- (b) Assessments, Assessment liens, subordination of such liens;
- (c) Insurance or fidelity bonds;
- (d) Rights to use of the Common Area;
- (e) Responsibility for maintenance and repair of the Master Association Properties;

- (f) Convertibility of Privately Owned Sites into Common Areas or Common Areas into Privately Owned Sites;
- (g) Any provisions which are for the express benefit of Mortgagees;
- (h) Reserves for maintenance, and replacement of the Common Area;
- (i) Boundaries of any Privately Owned Site; or
- (j) Leasing of Privately Owned Sites.

Section 11.3. Other Approval Requirements. Unless at least 67% of the First Mortgagees (based on one vote for each First Mortgage owned) has given their prior written approval, the Master Association shall not be entitled to:

11.5.1. By act or omission seek to abandon, partition, subdivide, encumber, sell, or transfer all or part of the Common Area (the granting of easements for public utilities or for other public purposes consistent with the intended use of such Common Area shall not be deemed a transfer within the meaning of this clause);

11.5.2. Change the method of determining the obligations, assessments, dues, or other charges which may be levied against an Owner;

11.5.3. By act or omission, change, waive or abandon any scheme of regulations, or enforcement thereof, pertaining to the architectural design or the exterior appearance of Improvements on Privately Owned Sites, and the maintenance of the Common Area; provided, however, the issuance and amendment of the Design Guidelines by the Committee or the issuance and amendment of architectural standards, procedures, rules and regulations or use restrictions shall not constitute a change, waiver, or abandonment within the meaning of this provision;

11.5.4. Fail to maintain fire and extended coverage on insurable Improvements to the Common Area in an amount equal to 100% of current replacement cost; or

11.5.5. Use hazard insurance proceeds for losses to the Improvements to the Common Area for other than the repair, replacement, or reconstruction of such Improvements.

Section 11.6. First Mortgagees May Pay Master Association Properties Charges. Any First Mortgagees may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against any of the Master Association Properties and may pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy, for such Master Association Properties, and First Mortgagees making such payments shall be owed immediate reimbursement therefor from the Master Association.

Section 11.7. Approval Deemed Given. If approval of an Eligible Holder or First Mortgagee is requested in writing pursuant to this Article XI and a negative response is not received by the Master Association within 30 days after such Eligible Holder's or First Mortgagee's receipt thereof, then such Eligible Holder or First Mortgagee shall be deemed to have given its approval.

IN WITNESS WHEREOF, the Declarant has executed this Declaration as of the day first above written.

THE NEW ALBANY COMPANY, an Ohio partnership

Signed in the presence of: BY: BLACKLICK INVESTMENTS, INC.

Paul S. Coppel

By: John W. Kessler
John W. Kessler, President

Jonis A. DeKoster

And By: KOBY FORD DEVELOPMENT CORPORATION

William A. Westbrook

By: William A. Westbrook
Vice President

Paul S. Coppel

STATE OF OHIO)
) SS.
COUNTY OF FRANKLIN)

This agreement was acknowledged and signed before me this 2nd day of December, 1980, by John W. Kessler, as President of Blacklick Investments, Inc., a partner of The New Albany Company, an Ohio partnership.

Paul S. Coppel
Notary Public

PAUL S. COPPEL, Attorney at Law
Notary Public, State of Ohio
My Commission Expires No Expiration Date
Expires 12/31/83 D.R.C.

STATE OF OHIO)
COUNTY OF FRANKLIN) SS.

This agreement was acknowledged and signed before me this 30th day of November, 1982, by William R. Westbrook, as Vice President of Rocky Fork Development Corporation, a partner of The New Albany Company, an Ohio partnership.


Notary Public, State of Ohio


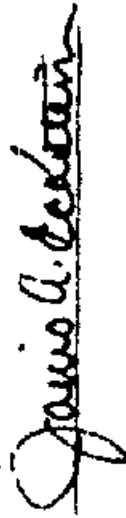
My Commission Has No Expiration Date

Section 147.03 O.R.C.
JOINDER BY THE NEW ALBANY COMMUNITIES MASTER ASSOCIATION, INC.

The New Albany Communities Master Association, Inc. hereby joins in this Declaration and hereby agrees to enforce its rights and be bound by its obligations as provided herein.

Signed in the presence of:

THE NEW ALBANY COMMUNITIES MASTER ASSOCIATION, INC.

STATE OF OHIO)
COUNTY OF FRANKLIN) SS.

By: 
Lovick Suddath, President

This agreement was acknowledged and signed before me this 30th day of November, 1982, by Lovick Suddath, as President of The New Albany Communities Master Association, Inc.


Notary Public

PAUL S. COPPEL, Attorney at Law
Notary Public, State of Ohio
My Commission Has No Expiration Date
Section 147.03 O.R.C.

This Instrument Prepared By:
Paul S. Coppel, Esq.
SCHWARTZ, KEIM, WARREN & RUBENSTEIN
41 South High Street
Columbus, Ohio 43215
(614) 224-3168

40530

EXHIBIT A

Situated in the State of Ohio, County of Franklin, Village of New Albany:

Being Lots 1 through 31, both inclusive, and the area designated as Reserve A of "The New Albany Country Club Section 1" as the same is numbered and delineated on the recorded plat thereof, of record in Plat Book 73, pages 63 and 64, Recorder's Office, Franklin County, Ohio.

EXHIBIT B

Expansion Properties

All property located in the State of Ohio, Counties of Franklin and Licking, in the area bounded on the east by Beech Road, on the west by Big Walnut Creek, on the south by Morse Road and on the north, in Franklin County, by Central College Road, and in Licking County by Jug Street Road.

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FIRST SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR THE NEW ALBANY COMMUNITIES

THIS FIRST SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR THE NEW ALBANY COMMUNITIES (the "First Supplemental Declaration") is made this 17th day of July, 1991, by The New Albany Company, an Ohio general partnership (hereinafter referred to as "Declarant").

WHEREAS, on December 3, 1990, Declarant filed that certain Declaration of Covenants, Conditions, Restrictions and Easements for The New Albany Communities (the "Declaration") recorded at OR 16185A01 in the Office of the Recorder, Franklin County, Ohio and recorded at Official Record Volume 356, Page 485 in the Office of the Recorder, Licking County, Ohio;

WHEREAS, pursuant to the terms of Article III of the Declaration, Declarant reserved the right to expand The New Albany Communities to include all or part of the Expansion Properties and to submit any such property to the covenants, conditions, restrictions, easements and provisions of the Declaration;

WHEREAS, Declarant is the owner of all the real property located in Franklin County, Ohio, more particularly described in Exhibit A attached hereto and incorporated herein by reference, which real property is part of the Expansion Properties;

WHEREAS, pursuant to the terms of Article X, Section 10.2 of the Declaration, Declarant reserved the right to amend the Declaration from time to time; and

WHEREAS, Declarant desires to amend the Declaration;

NOW, THEREFORE, pursuant to the powers retained by Declarant under the Declaration, the Declarant hereby declares as follows:

Section 1. Definitions. Article II of the Declaration is amended to add the following definitions:

"Cable Services" is defined in Section 10.30 hereof.

"CATV Wiring" is defined in Section 10.30.1 hereof.

"Communication Services" is defined in Section 10.30 hereof.

Section 2. Annexation. Pursuant to the power reserved in Article III of the Declaration, Declarant hereby declares that the real property described in Exhibit A shall be held, sold, conveyed, encumbered, leased, occupied and improved subject to the covenants, conditions, restrictions, easements and provisions of the Declaration as amended and supplemented by this First Supplemental Declaration, which shall run with The New Albany Communities

and shall be binding upon, and inure to the benefit of, the initial property and the real property described in the Declaration and shall be binding upon, and inure to the benefit of,

<p>NOT NECESSARY</p> <p>JUL 25 1991</p> <p>PALMER C. MCNEAL AUDITOR FRANKLIN COUNTY, OHIO</p>	<p>TRANSFERRING</p>
	<p>PALMER C. MCNEAL FRANKLIN COUNTY AUDITOR</p>

71358F10
17358F10

all parties now or hereafter having any right, title or interest in such property or any part thereof, and their heirs, personal and legal representatives, successors and assigns.

Section 3. Amendment. The Declaration is hereby amended as follows:

Section 3.1. Easements for Utility's. The first paragraph of Section 7.8 of the Declaration is hereby amended by deleting, in the 14th line, the phrase "damage to a Site resulting from the" and substituting therefor the phrase "use or".

Section 3.2. Maintenance Easement. The last sentence of Section 7.9 of the Declaration is hereby amended by inserting after the first word, the phrase "Declarant, the", and by inserting after the word "Association", the phrase ", and any trustee or Manager, and their respective officers, agents, employees, and assigns".

Section 3.3. Cable Television and Communication Services. Section 10.30 of the Declaration is hereby deleted in its entirety and the following substituted therefor:

Section 10.30. Cable Television and Communication Services. The Master Association has entered or may enter into agreements for the provision of certain communications services, including, but not limited to, telephone, security and energy management services (the "Communication Services") and/or cable television services (the "Cable Services") to dwellings located on Privately Owned Sites (the "Dwellings"). To facilitate the Communications Services and/or the Cable Services (collectively, the "Services"), Dwellings may, at the option of the Master Association, be or be required to be pre-wired and equipped or retrofitted for the Services. The providers of the Services are hereby granted easements to build, install and maintain facilities necessary to provide the Services within The New Albany Communities. The easements are without cost to the providers. To the extent permitted by law, the Master Association shall have the right to assess each Owner who is given access to the Services for such Services as part of the User Assessments regardless of whether such Services are utilized by that Owner. Sites shall not be assessed for Services until certificates of occupancy or equivalent certificates have been issued for such Sites.

10.30.1. Owners shall not own any wiring, outlets, appurtenances, devices or other equipment used to provide the Cable Services (the "CATV Wiring"), including but not limited to, the

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CATV Wiring located within the Dwellings. The providers of the Cable Services are hereby granted easements, without cost to such providers, to build, install and maintain the CATV Wiring located within the Dwellings. The provider of the Cable Services will be permitted but will not be required to remove the CATV Wiring after termination of any agreements. In no event, however, will the CATV Wiring be deemed abandoned.

10.30.2. Dwellings shall be designed, constructed and equipped in conformance with the specifications set forth by the provider of the Communications Services. Any prototypical or experimental equipment provided to Owners in connection with the Communication Services shall remain the property of the supplier and Owners shall acquire no ownership or other interest therein.

Section 4. Effect of Amendment. In the case of conflict between this First Supplemental Declaration and the Declaration, the terms of this First Supplemental Declaration shall control. Any term or provision of the Declaration not amended by this First Supplemental Declaration shall remain the same and in full force and effect.

IN WITNESS WHEREOF, the declarant has executed this First Supplemental Declaration as of the date first above written.

THE NEW ALBANY COMPANY, an Ohio
general partnership

Signed in the presence of:

Kimberley J. Kenner
Barbara D. Lytle

Kimberley J. Kenner
Barbara D. Lytle

By: John W. Kessler
John W. Kessler, President

And By: ROCKY FORK DEVELOPMENT
CORPORATION

By: William S. Westbrook,
Vice President

TIME 1:50 P
RECORDED FRANKLIN CO., OHIO

JUL 25 1991

JOSEPH W. TESTA, RECORDER
RECORDED'S FEE \$ 19.00

PARTNERSHIP
FILING DATE 12-31-87
RECORDED VOL 10896 PAGE 109
JOSEPH W. TESTA
RECORDER
FRANKLIN COUNTY, OHIO

STATE OF OHIO
COUNTY OF FRANKLIN

)
) SS.
)

This First Supplemental Declaration was acknowledged and signed before me this 17th day of July, 1991, by John W. Kessler, as President of Blacklick Investments, Inc., a partner of The New Albany Company, an Ohio general partnership.

Carol A. Wilcox

Notary Public

STATE OF OHIO
COUNTY OF FRANKLIN

)
) SS.
)

CAROL A. WILCOX
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES APRIL 24, 1994

This First Supplemental Declaration was acknowledged and signed before me this 17th day of July, 1991, by William R. Westbrook, as Vice President of Rocky Fork Development Corporation, a partner of The New Albany Company, an Ohio general partnership.

Carol A. Wilcox

Notary Public

CAROL A. WILCOX
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES APRIL 24, 1994

JOINER BY THE NEW ALBANY COMMUNITIES MASTER ASSOCIATION, INC.

The New Albany Communities Master Association, Inc. hereby joins in this First Supplemental Declaration and hereby agrees to enforce its rights and be bound by its obligations as provided herein.

Signed in the presence of:

THE NEW ALBANY COMMUNITIES MASTER ASSOCIATION, INC.

Spencer J. Kemper
Barbara J. Gage

By: John W. Kessler
John W. Kessler
President

STATE OF OHIO

)
) SS.
)

COUNTY OF FRANKLIN

This First Supplemental Declaration was acknowledged and signed before me this 17th day of July, 1991, by John W. Kessler, as President of The New Albany Communities Master Association, Inc.

Carol A. Wilcox

Notary Public

This Instrument Prepared By:
Paul S. Coppel, Esq.
SCHARFZ, KELM, WARREN & RUBENSTEIN
41 South High Street
Columbus, Ohio 43215
(614) 224-3168

CAROL A. WILCOX
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES APRIL 24, 1994

5544Q

EXHIBIT A

Situated in the State of Ohio, County of Franklin, Village of New Albany:

Being located in Quarter Township 3, Township 2, Range 16, United States Military Lands, and being a part of those tracts of land as conveyed to The New Albany Company by deed of record in Official Records 12611J05, 12775E08 and 13409A12, all references being to records of the Recorder's Office, Franklin County, Ohio and being more particularly bounded and described as follows:

Beginning at an iron pin in the northerly right-of-way line of Greensward Road at the southwesterly corner of Lot No. 1 of "The New Albany Country Club Section 1" as the same is shown in Plat Book 73, Pages 65 and 66;

thence North 86° 38' 00" West, a distance of 38.68 feet to a P.K. nail in the centerline of Harlem Road;

thence North 0° 41' 47" West, along the centerline of Harlem Road, a distance of 223.79 feet to a railroad spike at an angle point in said centerline of Harlem Road;

thence North 4° 42' 30" West, continuing along the centerline of said Harlem Road, a distance of 185.92 feet to a P.K. nail;

thence South 88° 35' 04" East, leaving the centerline of Harlem Road, a distance of 274.98 feet to a point in the westerly line of Lot No. 5 of said, "The New Albany Country Club Section 1";

thence along the westerly line of said "The New Albany Country Club Section 1", the following courses and distances:

South 3° 22' 00" West, a distance of 71.71 feet to an iron pin;

South 49° 36' 07" West, a distance of 144.57 feet to an iron pin;

South 35° 08' 08" West, a distance of 170.49 feet to an iron pin; and

South 3° 22' 00" West, a distance of 100.00 feet to the place of beginning, containing 1.307 acres of which 0.188 acre lies within the present right-of-way of Harlem Road, leaving a net acreage of 1.119 acres of land, more or less.

5544Q

as declarant under the Declaration and hereby assumes any and all such rights and obligations.

IN WITNESS WHEREOF, Declarant and Successor Declarant have executed this Designation as of the date first above written.

Signed in the presence of:

THE NEW ALBANY COMPANY
LIMITED PARTNERSHIP, a Delaware
limited partnership

By: N.A. Property, Inc.,
a Delaware corporation,
general partner


Name: SUE-ANN PISACK



Name: Deborah J. Kwinther


By: 
Name: Jeffrey E. Epstein
Title: President

THE NEW ALBANY COMPANY LLC,
a Delaware limited liability company

Signed in the presence of:

By: N.A. Property, Inc., a
Delaware corporation,
managing member


Name: SUE-ANN PISACK

Name: Deborah J. Kwinther

By: 
Name: Jeffrey E. Epstein
Title: President



200403120054831

448 W. 120th St
Columbus, OH 43206-2243
03/12/2004 2:21PM ALSTBMST 111
Robert E. Montgomery
Franklin County Recorder

SIXTY-SEVENTH SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR THE NEW ALBANY COMMUNITIES

THIS SIXTY-SEVENTH SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR THE NEW ALBANY COMMUNITIES (the "Sixty-Seventh Supplemental Declaration") is made as of the 12th day of March, 2004, by **THE NEW ALBANY COMPANY LLC**, a Delaware limited liability company, successor in interest to The New Albany Company Limited Partnership, a Delaware limited partnership and The New Albany Company, an Ohio general partnership (hereinafter referred to as "Declarant").

[Handwritten initials]

WHEREAS on December 3, 1990, The New Albany Company filed that certain Declaration of Covenants, Conditions, Restrictions and Easements for The New Albany Communities (the "Declaration") recorded at OR 16185A01 in the office of the Recorder, Franklin County, Ohio;

Stewart Title Agency
of Columbus Box

WHEREAS, The New Albany Company LLC has succeeded to all rights, interest and ownership of The New Albany Company Limited Partnership and The New Albany Company as Declarant under the Declaration.

WHEREAS, pursuant to the terms of Article III of the Declaration, Declarant reserved the right to expand the New Albany Community Area to include all or part of the Expansion Properties and to submit any such property to the covenants, conditions, restrictions, easements and provisions of the Declaration;

WHEREAS, the Declarant is the owner of all the real property located in Franklin County, Ohio, more particularly described in Exhibit A attached hereto and incorporated herein by reference and desires to submit such property to the covenants, conditions, restrictions, easements and provisions of the Declaration;

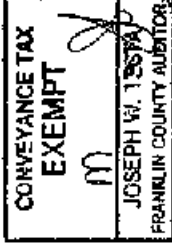
WHEREAS, the real property described in Exhibit A is part of the Expansion Properties;

NOW THEREFORE, pursuant to the powers reserved in Article III of the Declaration, Declarant hereby declares that all the real property described in Exhibit A shall be held, sold, conveyed, encumbered, leased, occupied and improved, subject to the covenants, conditions, restrictions, easements and provisions of the Declaration as the same is supplemented and amended from time to time, which shall run with the real property described in Exhibit A and shall be binding upon, and inure to the benefit of, all parties now or hereafter having any right, title or interest in such property or any part thereof, and their heirs, personal and legal representatives, successors and assigns.

TRANSFER
NOT NECESSARY

MAR 12 2004

JOSEPH W. TESTA
AUDITOR
FRANKLIN COUNTY, OHIO



The Declarant has executed this Sixty-Seventh Supplemental Declaration as of the date first above written.

THE NEW ALBANY COMPANY LLC, a
Delaware limited liability company.



William G. Ebbing, President

STATE OF OHIO)
) SS.
COUNTY OF FRANKLIN)

The foregoing instrument was acknowledged before me this 1st day of March, 2004,
by William G. Ebbing, President, of THE NEW ALBANY COMPANY LLC, a Delaware
limited liability company, on behalf of the company.



Notary Public



LISA J. DINGER
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES SEPTEMBER 26, 2005

This instrument prepared
under the direction of:
The New Albany Company LLC
6525 W. Campus Oval, Suite 100
New Albany, Ohio 43054
(614) 939-8000

JOINER BY THE NEW ALBANY COMMUNITIES MASTER ASSOCIATION, INC.

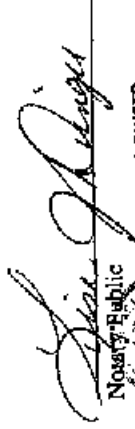

THE NEW ALBANY COMMUNITIES MASTER ASSOCIATION, INC. hereby joins in this Sixty-Seventh Supplemental Declaration and hereby agrees to enforce its rights and be bound by its obligations as provided herein.

THE NEW ALBANY COMMUNITIES
MASTER ASSOCIATION, INC.


Brent B. Bradbury, Treasurer

STATE OF OHIO)
) SS.
COUNTY OF FRANKLIN)

The foregoing instrument was acknowledged before me this 04th day of March, 2004, by Brent B. Bradbury, as Treasurer of THE NEW ALBANY COMMUNITIES MASTER ASSOCIATION, INC.


Lisa J. Dinger
Notary Public


This instrument prepared under the direction of:
The New Albany Company LLC
6525 W. Campus Oval, Suite 100
New Albany, Ohio 43054
(614) 939-8000

EXHIBIT A

Situated in the State of Ohio, County of Franklin, and Village of New Albany:

Being Lots 1 to 35, all inclusive, and areas designated as "Reserve 'A'", "Reserve 'B'" and "Reserve 'C'" of THE NEW ALBANY COUNTRY CLUB SECTION 20, PART 1, as the same are numbered and delineated upon the recorded plat thereof, of record in Plat Book 103, Pages 84 and 85, Recorder's Office, Franklin County, Ohio.

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DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
FOR
THE NEW ALBANY COUNTRY CLUB COMMUNITY

Franklin 21620
DEC 1 2 00
60130

PARTNERSHIP
FILING DATE 12-31-89
RECORDED VOL. 10996 PAGE 609
JOSEPH W. TESTA
RECORDER
FRANKLIN COUNTY, OHIO

TIME 2:41 P M
RECORDED FRANKLIN CO., OHIO

DEC 3 1990
JOSEPH W. TESTA, RECORDER
RECORDERS FEE \$ 142.00

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JP

TRANSFERRED
NOT NECESSARY
DEC 3 1990
PALMER C. McNEAL
AUDITOR
FRANKLIN COUNTY, OHIO

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DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS FOR THE NEW ALBANY COUNTRY CLUB COMMUNITY

THIS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS is made on the 1st day of December, 1990, by THE NEW ALBANY COMPANY, an Ohio partnership, hereinafter referred to as the "Declarant".

Declarant is the owner of all that certain real property located in Franklin County, Ohio, more particularly described on Exhibit A attached hereto (the "Phase I Properties," which property, together with all real property submitted to this Declaration from time to time pursuant to Article III hereafter, is collectively referred to as the "Country Club Community Area") and hereby makes this Declaration of Covenants, Conditions, Restrictions and Easements (the "Declaration") for the Country Club Community Area for the purposes hereinafter set forth.

Declarant hereby declares that the Phase I Properties and any properties subsequently Annexed hereto in accordance with the provisions of this Declaration, shall be held, sold, conveyed, encumbered, leased, occupied and improved subject to the following covenants, conditions, restrictions, easements and provisions, which shall run with the Phase I Properties and any such subsequently Annexed properties and shall be binding upon, and inure to the benefit of, all parties now or hereafter having any right, title or interest in such property or any part thereof, and their heirs, personal and legal representatives, successors and assigns.

ARTICLE I

PURPOSE AND INTENT

Declarant is the owner of certain real property located in Franklin County, Ohio and Licking County, Ohio, now known as or to be known as The New Albany Communities. In order to establish and create a general plan and common scheme for the improvement and maintenance of the property now or in the future comprising The New Albany Communities and in order to protect property values and to contribute to the health, safety and welfare of the property owners and residents of The New Albany Communities, the Declarant has declared that the Phase I Properties and other properties located within the expansion area of The New Albany Communities and later Annexed to The New Albany Communities shall be held, sold and conveyed subject to the covenants, conditions, restrictions, easements, encumbrances, rights and other matters set forth in the Master Community Documents

It is the intention of Declarant that The New Albany Communities shall consist of separately developed communities. The Country Club Community is one of the communities within The New Albany Communities. As is or may be the case with each community comprising The New Albany Communities, Owners within the Country

Club Community either have or will have certain interests in addition to those common to all other owners within The New Albany Communities. In order to establish and create a common scheme and plan for the improvement and maintenance of the Country Club Community and in order to promote the interests unique to the Owners and residents of the Country Club Community, Declarant has hereby declared that the Phase I Properties and any properties subsequently annexed hereto shall be held, sold, conveyed, encumbered, leased, occupied and improved subject not only to the Master Community Documents but also to the Country Club Community Documents.

Declarant desires to ensure the attractiveness of the individual lots and parcels and facilities developed within the Country Club Community Area, to prevent any future impairment thereof and to preserve, protect, and enhance the values and amenities of the Country Club Community Area. It is the intent of Declarant to guard against the erection within the Country Club Community Area of improvements built of improper or unsuitable materials or with improper quality or methods of construction. Declarant intends to encourage the erection of attractive improvements appropriately designed and located to preserve a harmonious appearance and function and to encourage the development of advanced technological, architectural, and engineering design for the harmonious development of the Country Club Community Area.

Declarant desires and intends to develop a quality project in the Country Club Community Area including residential facilities of all types, and recreational facilities and amenities. This Declaration is imposed for the benefit of all Owners and creates specific rights and privileges which may be shared and enjoyed by all Owners and certain obligations which must be performed by all Owners.

ARTICLE II

DEFINITIONS

Certain words and terms as used in this Declaration shall have the meanings given to them by the definitions and descriptions in this Article.

"Annexation" or "Annexed" or "Annex" shall mean the process by which portions of the Expansion Country Club Community Properties are made subject to the Declaration pursuant to Article III hereof.

"Architectural Review Committee" or "Committee" shall mean the committee formed pursuant to Article XI hereof to maintain the quality and architectural harmony of improvements in the Country Club Community.

"Articles" or "Articles of Incorporation" shall mean the Articles of Incorporation of the Country Club Community Association which are filed with the Secretary of State of Ohio.

"Assessed Valuation" of any property situated in the Country Club Community Area shall mean, as the context requires, one of the following:

- (a) the 100% full market valuation (being for purposes of real property taxation the "true value" as opposed to a percentage thereof giving the "taxable value") of the land and the buildings and other improvements situated thereon as determined by the Franklin County, Ohio Auditor as of January 1 of each year for Franklin County, Ohio real estate tax purposes pursuant to Ohio Revised Code Chapter 5713 and as reflected on November 1 of that year in the real property records adopted, from time to time, by the Franklin County, Ohio Auditor pursuant to Ohio Revised Code Section 5713.03 regardless of (i) any reduction or rebate of real estate taxes assessed against such property, (ii) any reduction of real property taxes on such property by virtue of the homestead reduction available to persons 65 years of age or older pursuant to Ohio Revised Code Section 323.152 and (iii) any reduction of real property taxes on such property pursuant to any other applicable statute or ordinance enacted for the purpose of reducing real estate taxes for certain persons in the State of Ohio, or
- (b) if the real property records in the Franklin County, Ohio Auditor's office do not reflect on November 1 of each year the completed value of a single family residence on a Privately Owned Site as of January 1 of that year and a building permit for a single family residence has been issued by any governmental authority prior to November 1 of that year for such Site, then the 100% full market valuation of land only for that Site (as determined in subpart (a) above) plus the cost of the proposed single family residence stated on such building permit, or
- (c) if on November 1 after the third anniversary of the initial conveyance of a Privately Owned Site by Declarant the real property records in the Franklin County, Ohio Auditor's office do not reflect the completed value of a single family residence on such Site, and no building permit has been issued by any governmental authority for such Site, then the average Assessed valuation (as computed in subpart (a) above) for all Privately Owned Sites for which the value of a completed single family residence is reflected in the records of the Franklin County, Ohio Auditor's office on November 1 of that year, or

- (d) If the Franklin County, Ohio Auditor's office has not yet assigned a true value to a site on November 1 of any year or if the Franklin County, Ohio Auditor shall ever cease to determine the true value of real property or to impose or collect real estate taxes, then the amount determined by the Board, in its sole and absolute discretion, by such criteria as the Board may establish from time to time.

"Assessments" shall mean Base, Special, and Default Assessments, collectively, levied pursuant to Article VIII hereof to provide the funds to meet the estimated cash requirements of the Country Club Community Association.

"Base Assessment" shall mean the Assessments levied in accordance with Section 8.4 of this Declaration.

"Board of Trustees" or "Board" shall mean the board of trustees of the Country Club Community Association.

"Building" shall mean a building or structure constructed on a Privately Owned Site or on the Common Area.

"Club Corporation" shall mean and refer to The New Albany Country Club Corporation, an Ohio corporation, its successors or assigns.

"Club Facilities" shall mean those certain facilities located in The New Albany Communities, including a golf course and any clubhouse and related facilities such as parking lots, swimming pool, tennis courts, and other health or recreational facilities now or hereafter owned or operated by Declarant or the Club Corporation or their respective successors in interest or assigns.

"Code of Regulations" shall mean the code of regulations of the Country Club Community Association.

"Common Area" shall mean all real property in which the Country Club Community Association owns an interest for the common use and enjoyment of all of the Members. Such interest may include, without limitation, estates in fee, for a term of years, or easements.

"Country Club Community" shall mean the planned community created by this Declaration consisting of the Country Club Community Area and all of the Improvements located thereon.

"Country Club Community Area" shall mean the Phase I Properties together with any real property which hereafter becomes subject to this Declaration pursuant to the provisions of Article III hereof.

"Country Club Community Association" shall mean the New Albany Country Club Community Association, Inc., an Ohio nonprofit corporation, or any successor thereof by whatever name, charged with the duties and obligations hereinafter set forth and in the Articles of Incorporation and/or the Code of Regulations of the Country Club Community Association.

"Country Club Community Association Property" shall mean all real and personal property, including, but not limited to, the Common Area and Improvements, now or hereafter owned by the Country Club Community Association or with respect to which the Country Club Community Association holds an easement for the use, care or maintenance thereof or with respect to which it holds any right, title or interest.

"Country Club Community Documents" shall mean any and all documents, instruments and agreements established by Declarant creating and governing the Country Club Community, including, but not limited to, this Declaration, the Articles of Incorporation and Code of Regulations, the Design Guidelines, and any procedures, rules, regulations or policies adopted thereunder by the Country Club Community Association or the Architectural Review Committee.

"Country Club Community Representative" shall mean the individual selected by the Members pursuant to Section 4.3 to represent the Country Club Community Association in matters conducted by the Master Association.

"Country Club Community Rules" shall mean the rules adopted by the Country Club Community Association as provided in Section 5.14.

"Declarant" shall mean the New Albany Company, an Ohio partnership, and its successor in interest. A person or entity shall be deemed a successor in interest of Declarant only if specifically so designated in a duly recorded written instrument as a successor or assign of Declarant under this Declaration and/or under a Supplemental Declaration and shall be deemed a successor in interest of Declarant only as to the particular rights or interests of Declarant under this Declaration or under such Supplemental Declaration which are specifically designated in the recorded written instrument.

"Declaration" means this Declaration of Covenants, Conditions, Restrictions and Easements as amended or supplemented by Supplemental Declaration from time to time.

"Default Assessment" shall mean an Assessment levied in accordance with Section 6.7 of this Declaration.

"Design Guidelines" or "Country Club Community Design Guidelines" shall mean those guidelines and rules published from time to time by the Committee.

"Eligible Holder" is defined in Section 13.2 hereof.

"Expansion Country Club Community Properties" shall mean any real property within the area described in Exhibit B.

"FHLBC" shall mean Federal Home Loan Mortgage Corporation or the mortgage corporation created by Title III of the Emergency Home Finance Act of 1970, including any successor thereto.

"FHMA" shall mean Federal National Mortgage Association, a government sponsored private corporation established as such pursuant to Title VIII of the Housing and Urban Development Act of 1968, including any successor thereto.

"Government Mortgage Agencies" shall mean the FHLBC, the FHMA, and any similar entity, public or private, authorized, approved or sponsored by any governmental agency to insure, guarantee, make or purchase Mortgage loans.

"Improvement" shall mean any and all Buildings and structures, parking areas, loading areas, fences, walls, hedges, plantings, poles, driveways, ponds, lakes, recreational facilities, signs, changes in any exterior color or shape, excavation and any and all other site work including, without limitation, grading, road construction, utility improvements, removal of trees or plantings, and any new exterior construction or exterior improvement which may not be included in the foregoing. "Improvement" does not include turf, shrub, or tree repair or replacement of a magnitude which does not change exterior colors or exterior appearances. "Improvement" does include both original improvements and all later changes and Improvements.

"Maintenance Fund" shall mean the fund created by Assessments and fees levied pursuant to Article VIII hereof to provide the Country Club Community Association with the funds it requires to carry out its duties hereunder.

"Manager" shall mean any person or entity retained by the Country Club Community Association to perform certain functions of the Country Club Community Association pursuant to this Declaration.

"Master Association" shall mean The New Albany Communities Master Association, Inc., an Ohio nonprofit corporation, or any successor thereof by whatever name, charged with the duties and obligations set forth in the Master Declaration and the articles of incorporation and/or code of regulations of the Master Association.

"Master Community Documents" shall mean any and all documents, instruments and agreements established by Declarant creating and governing the New Albany Communities, including, but not limited to, the Master Declaration, the articles of incorporation and code of regulations of the Master Association and any procedures, rules, regulations or policies adopted by the Master Association.

"Master Declaration" shall mean the Declaration of Covenants, Conditions, Restrictions and Easements for The New Albany Communities dated as of September 3, 1988 and recorded in the office of the Franklin County, Ohio Recorder as the same may be amended from time to time.

"Member" shall mean any person or entity holding membership in the Country Club Community Association.

"Mortgage" shall mean any mortgage, deed of trust, or other document pledging a Privately Owned Site or interest therein as security for the payment of a debt or obligation. "First Mortgage" means any Mortgage which is not subject to any lien or encumbrance except liens for taxes or other liens which are given priority by statute.

"Mortgages" shall mean the holder or beneficiary of a Mortgage as well as a named mortgage. "First Mortgages" means any person named as a Mortgagee under a First Mortgage, or any successor to the interest of any such person under a First Mortgage.

"Owner" shall mean the record owner, whether one or more persons or entities, of a fee simple title to any Privately Owned Site, but shall not mean or refer to any person or entity who holds such interest merely as Mortgagee, unless and until such person or entity has acquired fee simple title whether pursuant to foreclosure or otherwise.

"Phase I Properties" shall mean all of the real property described in Exhibit A attached hereto.

"Plat" shall mean any plat maps filed in the office of the Recorder of Franklin County, Ohio, as they may be amended from time to time, describing all or any portion of the Country Club Community Area.

"Privately Owned Site" or "Site" shall interchangeably mean (a) any lot or parcel of land depicted on a Plat, (b) any real property identified as a separate tax parcel in the office of the Auditor of Franklin County, Ohio, or (c) any real property designated as a Privately Owned Site by Declarant including any improvements thereon within the Country Club Community Area provided, however, "Privately Owned Site" or "Site" shall not include: (i) any property owned by a public body, (ii) the Country Club Community Association Properties or (iii) any property owned by the Master Association or with respect to which the Master Association has any right, title or interest.

"Related User" shall mean a person who obtains all or certain rights of an Owner by reason of such person claiming or being entitled to such rights by, through or under such Owner. Without limiting the generality of the foregoing, "Related User" shall include any occupant, tenant, family member or contract

purchaser of an Owner who resides on the Privately Owned Site of such Owner and any natural person who is a guest or invitee of such Owner or of such person.

"Special Assessment" shall mean the Assessments levied in accordance with Section 6.6 of this Declaration.

"Supplemental Declaration" shall mean a written instrument which is executed and recorded for the purpose of amending, modifying or supplementing this Declaration or for the purpose of subjecting all or any portion of the Expansion Country Club Community Properties to this Declaration.

"The New Albany Communities" shall mean the Phase I Properties, together with any additional real property which is or hereafter may become subject to the Master Declaration pursuant to the terms thereof.

"Turnover Date" is defined in Section 4.6 hereof.

ARTICLE III

EXPANSION

Declarant reserves the right, but shall not be obligated, to expand the Country Club Community Area to include all or part of the Expansion Country Club Community Properties. Declarant shall have the unilateral right to transfer to any other person the right to expand which is hereby reserved by an instrument duly recorded. Such expansion may be accomplished by recording a Supplemental Declaration in the records of the Recorder of Franklin County, Ohio describing the real property to be Annexed and submitting it to the covenants, conditions, restrictions, easements and provisions of this Declaration. Such Supplemental Declaration shall not require the consent of the Owners. Any such expansion shall be effective upon the filing for record of such Supplemental Declaration except as provided therein. The expansion may be accomplished in stages by successive Supplemental Declarations or in one Supplemental Declaration. Any such Supplemental Declaration may add, delete, or modify provisions of this Declaration as it applies to the property being Annexed, provided, however, that this Declaration may not be modified with respect to property already subject to this Declaration except as provided herein for amendment.

ARTICLE IV

COUNTRY CLUB COMMUNITY ASSOCIATION OPERATIONS

Section 4.1. Country Club Community Association. The Country Club Community Association has been or will be formed as an Ohio nonprofit corporation. The Country Club Community Association shall have the duties, powers and rights set forth in this Declaration and in the Articles of Incorporation and/or Code of Regulations.

Section 4.2. Membership in the Country Club Community Association. Each Owner of a Privately Owned Site within the Country Club Community Area shall be a Member of the Country Club Community Association. There shall be one membership in the Country Club Community Association for each Privately Owned Site within the Country Club Community Area. The person or persons who constitute the Owner of a Privately Owned Site shall automatically be the holder or holders of the membership in the Country Club Community Association appurtenant to that Privately Owned Site, and such membership shall automatically pass with fee simple title to the Privately Owned Site. No Owner, whether one or more persons, shall have more than one membership per Site owned, and in the event the Owner of a Site is more than one person, votes and rights of use and enjoyment shall be as provided hereinafter and in the Code of Regulations. The membership rights of a Site owned by a corporation, partnership or other legal entity shall be exercised by the individual designated from time to time by the Owner in a written instrument provided to the secretary of the Association, subject to the provisions of this Declaration and the Code of Regulations. Declarant shall hold a separate membership in the Country Club Community Association for each Privately Owned Site owned by Declarant. Membership in the Country Club Community Association shall not be assignable separate and apart from fee simple title to a Privately Owned Site, except that an Owner may assign some or all of such Owner's rights as an Owner to use improvements or otherwise to a Related User or Mortgagee and may arrange for a Related User to perform some or all of such Owner's obligations as provided in this Declaration, but no assignment shall relieve such Owner of the responsibility for fulfillment of all of the obligations of an Owner under this Declaration.

Section 4.3. Country Club Community Representative. As provided in the Master Declaration, voting on Master Association matters will be conducted by Community Representatives (as that term is defined in the Master Declaration) elected by the members of each Community (as that term is defined in the Master Community Documents). The Country Club Community Representative shall be elected by a majority of the votes then being cast by the non-Declarant Members. The Declarant shall not be entitled to cast votes for the Country Club Community Representative. The Country Club Community Representative shall cast the votes which such representative represents in such manner as such representative may, in such representative's sole and reasonable discretion, deem appropriate, acting on behalf of all of the Members; provided, however, that in the event that at least 51% of the voting power in attendance at any duly constituted meeting of the Members shall instruct the Country Club Community Representative as to the manner in which such representative is to vote on any issue to be voted on by the community representatives, then such representative shall cast all of the voting power of the Country Club Community Association in the same proportion, as nearly as possible without counting fractional votes, as the Members shall have, in person or

by proxy, cast their voting power in favor of or in opposition to such issues. The Country Club Community Representative shall have the authority, in the Country Club Community Representative's sole discretion, to call a special meeting of the Members in the manner provided in the Code of Regulations for the purpose of obtaining instructions as to the manner in which such representative is to vote on any issue to be voted on by the community representatives. When the Country Club Community Representative is voting in such representative's own discretion, without instruction from the Members, then such representative may cast all of the votes of the Members as a unit or such representative may apportion some of the votes in favor of a given proposition and some of the votes in opposition to such proposition. It shall be conclusively presumed for all purposes of Master Association business that the Country Club Community Representative in casting votes for the Members has acted with the authority and consent of the Members. All agreements and determinations lawfully made by the Master Association in accordance with the procedures established in the Master Declaration and in the code of regulations of the Master Association shall be deemed binding on all Owners and their successors and assigns.

Section 4.4. Voting Rights of Members. Each Member shall have the right to cast votes for the election of the Board of Trustees of the Country Club Community Association, the election of the Country Club Community Representative and on any issue to be voted by the Members under the terms of this Declaration. There shall be only one membership per Privately Owned Site and one vote per membership. In the event the Owner of a Privately Owned Site is more than one person, the vote for such Privately Owned Site shall be exercised as they, among themselves, determine, and the Secretary of the Country Club Community Association shall be notified of such designation prior to any meeting. In the absence of such advice, the Privately Owned Site's vote shall be suspended in the event more than one person or entity seeks to exercise it. Any Owner of a Privately Owned Site which is leased may assign the voting right appurtenant to such Privately Owned Site to the tenant, provided that a copy of the instrument of assignment is furnished to the secretary of the Country Club Community Association prior to any meeting. The Code of Regulations shall provide for the manner, time, place, conduct and voting procedures for meetings of Members.

Section 4.5. Board of Trustees. The affairs of the Country Club Community Association shall be managed by a Board of Trustees. Subject to the provisions of Section 4.6 hereof, the number, term, election and qualifications of the Board of Trustees shall be fixed in the Articles of Incorporation and/or Code of Regulations. The Board of Trustees may, by resolution, delegate portions of its authority to an executive committee or to other committees, to tribunals, to Managers, to officers of the Country Club Community Association, or to the Master Association or to agents and employees of the Country Club Community Association or of the Master Association, but such delegation of authority shall not relieve the Board of Trustees of the ultimate responsibility for management of

the affairs of the Country Club Community Association. Action by or on behalf of the Country Club Community Association may be taken by the Board of Trustees or any duly authorized executive committee, officer, Manager, agent or employee without a vote of Members, except as otherwise specifically provided in this Declaration.

Section 4.6. Membership of Board of Trustees. Until the Turnover Date, the Board of Trustees shall consist of seven trustees, and Declarant shall have and hereby reserves the continuing right to appoint four of such trustees until such Turnover Date and the rest of the Members (excluding Declarant.) shall have the right to elect three of such trustees until the Turnover Date. After the Turnover Date, the Board of Trustees shall be elected by the Members in accordance with the Code of Regulations. Notwithstanding the foregoing, until the closing of the sale of 100 Privately Owned Sites to non-Declarant Owners, the number of trustees shall be three and Declarant shall have the right to elect all three of such trustees. The trustees appointed by the Declarant shall have a fiduciary duty solely to the Declarant and will act solely on behalf of the Declarant. The trustees elected by the Members shall have a fiduciary duty to all Members. The "Turnover Date" shall mean the earliest of the following dates: (a) the date that all the Expansion Country Club Community Properties have become part of the Country Club Community Area and the last Privately Owned Site within the Country Club Community Area has been sold and conveyed by Declarant to a non-Declarant Owner; or (b) the date that Declarant has voluntarily relinquished its right to appoint four trustees and its right to appoint the members of the Architectural Review Committee in accordance with Section 11.1 hereof. The document by which Declarant voluntarily relinquishes its right to appoint trustees and its right to appoint the members of the Architectural Review Committee, as described in subsection (b) in the immediately preceding sentence, may allow Declarant to reserve the right to require Declarant's prior written approval of certain actions by the Board of Trustees including, by way of illustration but not limitation, the following: (i) any action that increases the Base Assessment only on Declarant's property or imposes a Special Assessment only on Declarant's property or any action that, in Declarant's opinion, impairs or restricts Declarant's ability to develop and market its property within the Country Club Community Area or the operation of the Club Facilities and other projects developed by Declarant or its assigns which are within The New Albany Communities.

ARTICLE V

DUTIES AND POWERS OF THE COUNTRY CLUB COMMUNITY ASSOCIATION

Section 5.1. General Duties and Powers of the Country Club Community Association. The Country Club Community Association has been formed to further the common interests of the Owners. The Country Club Community Association, acting through the Board or through persons to whom the Board has delegated such powers, shall

have the duties and powers hereinafter set forth and, in general, the power to do anything that may be necessary or desirable to further the common interests of the Owners, to maintain, improve and enhance the Country Club Community Association Properties and to improve and enhance the attractiveness, desirability and safety of the Country Club Community Area.

Section 5.2. Duty to Accept Properties and Facilities Transferred by Declarant. The Declarant may hereafter convey certain areas of land to the Country Club Community Association as Common Area intended for common use by the Owners in the Country Club Community Area for purposes including the location of signs for identification of the Country Club Community Association Properties and recreational facilities and other purposes. The areas so designated by Declarant are dedicated hereby to the common use and enjoyment of the Owners, and their families, tenants, employees, guests and invitees, and not to the use of the general public. The Declarant may hereafter convey other real or personal property, or interests therein to the Country Club Community Association for the use and enjoyment of all or certain of the Owners for the purposes as may be permitted by this Declaration. The Country Club Community Association shall accept title to any interest to any real or personal property transferred to it by Declarant. After any such transfer, the Country Club Community Association shall have the sole responsibility to perform any and all duties associated therewith, provided that such property and duties are not inconsistent with the provisions contained in this Declaration. Property interests transferred to the Country Club Community Association by Declarant may include fee simple title, easements, leasehold interests and licenses to use. Any property or interest in property transferred to the Country Club Community Association by Declarant shall be appurtenant to or associated with property located within the boundaries of the area comprised of the Phase I Properties and the expansion Country Club Community Properties. Any fee simple interest in property transferred to the Country Club Community Association by Declarant shall, except to the extent otherwise specifically approved by resolution of the Board of Trustees, be transferred to the Country Club Community Association by limited warranty deed, free and clear of all liens (other than the lien for real property taxes and assessments not then due and payable), but shall be subject to the terms of this Declaration, the terms of the Master Declaration, and any and all easements, rights-of-way, reservations, covenants, conditions, restrictions, rights-of-way, servitudes and other encumbrances granted or reserved by Declarant. The property or interest in property transferred to the Country Club Community Association by Declarant may impose special restrictions governing the uses of such property and special obligations on the Country Club Community Association with respect to the maintenance of such property.

THE COUNTRY CLUB COMMUNITY ASSOCIATION SHALL ACCEPT "AS IS" THE CONVEYANCE OF SUCH PROPERTY WITHOUT ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, IN FACT OR BY LAW, WITH RESPECT THERETO, OR WITH

RESPECT TO THE IMPROVEMENTS AND REPAIRS TO BE COMPLETED AFTER THE CONVEYANCE, INCLUDING, WITHOUT LIMITATION, REPRESENTATIONS OR WARRANTIES OF MERCHANTABILITY OR FITNESS FOR THE ORDINARY OR ANY PARTICULAR PURPOSE, AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES REGARDING FUTURE REPAIRS OR REGARDING THE CONDITION, CONSTRUCTION, ACCURACY, COMPLETENESS, DESIGN, ADEQUACY OF THE SIZE OR CAPACITY IN RELATION TO THE UTILIZATION, DATE OF COMPLETION OR THE FUTURE ECONOMIC PERFORMANCE OR OPERATIONS OF, OR THE MATERIALS OR FURNITURE WHICH HAS BEEN OR WILL BE USED IN SUCH PROPERTY OR REPAIRS, EXCEPT AS SET FORTH HEREIN. BY ACCEPTANCE OF TITLE TO ANY PROPERTY OR THE OWNERS RELEASE DECLARANT FROM ANY CLAIMS AND WARRANT THAT NO CLAIM SHALL BE MADE BY THE ASSOCIATION OR ANY MEMBER OR OWNER RELATING TO THE CONDITION, CONSTRUCTION, DESIGN, CAPACITY, OPERATION, USE, ACCURACY, ADEQUACY OR COMPLETENESS OF SUCH PROPERTY OR REPAIRS OR FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING THEREFROM. All costs and expenses of any conveyance of any property by Declarant to the Country Club Community Association shall be paid for by the Country Club Community Association.

Section 5.3. Inspection of Common Area Improvements. Prior to accepting the conveyance of title to any Common Area from Declarant, the Board of Trustees of the Country Club Community Association, in its sole discretion, will select qualified experts to inspect all improvements then located on such Common Area to determine whether the improvements have been constructed in substantial compliance with the plans and specifications, as modified by any change order, and to inspect for construction defects and for governmental code violations and operating condition. All Owners, by accepting a deed to a Site within the Country Club Community Area acknowledge and agree to the inspectors selected by the Board and agree to abide by said inspectors' determination. The Declarant will make all necessary repairs to such improvements indicated by the inspection reports at its sole cost and expense. The declarant will have no obligation to make any additional repairs to such improvements other than the repairs indicated as necessary by the inspection reports. The Country Club Community Association and all Owners and Members, by the acceptance of title to any property or the deed to any Site release Declarant from any further obligations with respect to repairs to Common Area Improvements not contained in this Section 5.3.

Section 5.4. Duty to Manage, Control and Maintain Country Club Community Association Properties. The Country Club Community Association, subject to the rights of the Owners set forth in this Declaration, shall be responsible for the management and control of the Country Club Community Association Properties and shall maintain and keep the Country Club Community Association Properties in good repair, such maintenance to be funded as hereinafter provided. This maintenance shall include, but not be limited to, maintenance, repair, and replacement, subject to any insurance then in effect, of all landscaping and other flora, structures, and improvements situated upon the Common Area, unless such maintenance is the

responsibility of the Master Association. The Master Association may, in the sole discretion of the board of trustees of the Master Association, assume the maintenance responsibilities set forth in this Declaration, after giving the Board reasonable notice and an opportunity to correct its deficient maintenance. In such event, all costs of such maintenance shall be assessed only against the Owners. The assumption of this responsibility may take place either by contract or because, in the sole opinion of the board of trustees of the Master Association, the level and quality of service then being provided is not consistent with the standards set by the Country Club Community Association and the standards of the Master Association. The Master Association shall be the sole judge of the appropriateness of any assumption of maintenance responsibilities and quantity and quality of the maintenance performed or to be performed. The Country Club Community Association and all Members and Owners, by the acceptance of title to any property or the deed to any Privately Owned Site, release and indemnify the Master Association from all claims arising from its actions pursuant to this Section 5.4.

Section 5.5. Duty to Maintain Hazard Insurance. The Country Club Community Association shall obtain insurance for all insurable Improvements owned by the Country Club Community Association in an amount equal to the full replacement value thereof (i.e., 100% of the current "replacement cost" exclusive of land, foundation, excavation, depreciation on personal property, and other items normally excluded from coverage) which shall include all building service equipment and the like, common personal property and supplies, and any fixtures or equipment. Such policy shall include, if applicable, a standard form of mortgagee clause, a "Demolition Cost Endorsement" or its equivalent, and an "Increased Cost of Construction Endorsement" or the equivalent. In addition, such policy shall afford protection against at least the following:

5.5.1. Loss or damage by fire and other hazards covered by the standard "all-risk" endorsement, and by sprinkler leakage, debris removal, cost of demolition, vandalism, malicious mischief, windstorm, and water damage; and

5.5.2. Such other risks as shall customarily be covered with respect to projects similar in construction, location, and use to the Country Club Community.

Section 5.6. Duty to Maintain Liability Insurance. The Country Club Community Association shall obtain a comprehensive policy of public liability insurance insuring the Country Club Community Association and its Members, trustees, officers, employees and agents for all liability for property damage, bodily injury, or death in connection with the operation, maintenance, or use of the Country Club Community Association Properties or streets and roads within the Country Club Community Area, and legal liability arising out of lawsuits related to employment contracts of the Country Club Community Association. Such comprehensive policy of public

liability insurance shall include a "Severability of Interest Endorsement" or equivalent coverage which would preclude the insurance company from denying the claim of any Owner because of the negligent acts of the Country Club Community Association or any other Owner, with a limit of not less than \$1,000,000 covering all claims for personal injury, including death, or property damage arising out of a single occurrence. Such comprehensive policy of public liability insurance shall also include protection against water damage liability, liability for non-owned and hired automobiles, liability for property of others, and, if applicable, elevator collision, garagekeeper's liability, host liquor liability, contractual and all-written contract insurance, employers' liability insurance, and such other risks as shall customarily be covered with respect to projects similar in construction, location, and use to the Country Club Community.

Section 5.7. Duty to Maintain Fidelity Insurance. The Country Club Community Association shall obtain fidelity bonds to protect against dishonest acts on the part of its officers, trustees, employees and agents and on the part of all others who handle or are responsible for handling the funds of or funds administered by the Country Club Community Association. In addition, if responsibility for handling funds is delegated to a Manager, such bonds shall be required for the Manager and its officers, employees, and agents. Such fidelity coverage shall name the Country Club Community Association as an obligee and shall be written in an amount equal to at least 100% of the estimated annual operating expenses of the Country Club Community Association, including reserves. Such bonds shall contain waivers by the issuers of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees," or similar terms or expressions.

Section 5.8. Duty to Maintain Flood Insurance. If any of the Country Club Community Association Properties is located in an area identified by the Secretary of Housing and Urban Development as an area having special flood hazards and for which flood insurance has been made available by the National Flood Insurance Program, a "blanket" policy of flood insurance must be maintained by the Country Club Community Association in the amount of 100% of the current replacement cost (as defined in Section 5.5 hereof) of all buildings and other insurable property located in such area or the maximum limit of coverage available for such property under the National Flood Insurance Act of 1968, as amended, whichever is less.

Section 5.9. Insurance and Bonds Required by Government Mortgage Agencies. The Country Club Community Association shall obtain and keep in full force and effect such insurance and bonds as may be required from time to time by Government Mortgage Agencies to the extent that any such Government Mortgage Agency holds, or has agreed to insure or to guarantee, any Mortgage on any Privately Owned Site within the Country Club Community Area, except to the extent such insurance or bond is not reasonably obtainable or has been waived in writing by such Government Mortgage Agency.

Section 5.10. Provisions Common to Hazard Insurance, Liability Insurance, Fidelity Insurance and Flood Insurance. Any insurance coverage obtained by the Country Club Community Association under the provisions of Sections 5.5, 5.6, 5.7 and 5.8 hereof shall be subject to the following provisions and limitations:

5.10.1. The named insured under any such policies shall be the Country Club Community Association, as attorney-in-fact for the Owners, or its authorized representative, including any trustee with which the Country Club Community Association may enter into any insurance trust agreement, or any successor trustee (each of which is sometimes referred to in this Section 5.10 as the "Insurance Trustee") who shall have exclusive authority to negotiate losses under such policies;

5.10.2. In no event shall the insurance coverage obtained and maintained pursuant to such Sections be brought into contribution with insurance purchased by the Owners, occupants, or Mortgagees;

5.10.3. The policies shall provide that coverage shall not be prejudiced by (a) any act or neglect of the Owners when such act or neglect is not within the control of the Country Club Community Association, or (b) failure of the Country Club Community Association to comply with any warranty or condition with regard to any portion of the Country Club Community over which the Country Club Community Association has no control;

5.10.4. The policies shall provide that coverage may not be cancelled or substantially modified (including cancellation for non-payment of premium) without at least 30 days prior written notice to any and all First Mortgagees and insureds named therein;

5.10.5. The policies shall contain a waiver of subrogation by the insurer as to any and all claims against the Country Club Community Association and the Master Association and their trustees, officers, agents and employees and any Owner and their respective guests, agents, employees, or tenants, and of any defenses based upon colneurance or upon invalidity arising from the acts of the insured;

5.10.6. All policies of property insurance shall provide that, notwithstanding any provisions thereof which give the carrier the right to elect to restore damage in lieu of making a cash settlement, such option shall not be exercisable without the prior written approval of the Country Club Community Association (or any Insurance Trustee) or when in conflict with the provisions of any insurance trust agreement to which the Country Club Community Association may be a party or any requirement of law;

5.10.7. All policies shall be written with a company licensed to do business in Ohio and holding a rating of A or better in the financial category as established by A. M. Best Company.

Inc., if reasonably available, or, if not available, the most nearly equivalent rating.

5.10.8. All casualty insurance policies shall have an inflation guard endorsement, if reasonably available, and an agreed amount endorsement with an annual review by one or more qualified persons, at least one of whom must be in the real estate industry and familiar with construction in the Franklin County, Ohio area; and

5.10.9. No policy may be cancelled, invalidated, or suspended on account of the conduct of any member of the Board of Trustees, officer, agent or employee of the Country Club Community Association or its duly authorized Manager without prior demand in writing delivered to the Country Club Community Association and the Master Association to cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured by the Country Club Community Association, its Manager, the Master Association, any Owner, or Mortgagee.

Section 5.11. Duty to Maintain Officers' and Trustees' Personal Liability Insurance. To the extent obtainable at reasonable cost, in the sole and absolute discretion of the Board, appropriate officers' and trustees' personal liability insurance shall be obtained by the Country Club Community Association to protect the officers, trustees and the Architectural Review Committee members and all other committee members from personal liability in relation to their duties and responsibilities in acting as such officers, trustees and committee members on behalf of the Country Club Community Association.

Section 5.12. Duty to Maintain Workers' Compensation Insurance. The Country Club Community Association shall obtain workers' compensation or similar insurance with respect to its employees, if any, in the amounts and forms as may now or hereafter be required by law.

Section 5.13. Other Insurance. The Country Club Community Association may obtain insurance against such other risks, of a similar or dissimilar nature, as it shall deem appropriate with respect to the Country Club Community Association's responsibilities and duties.

Section 5.14. Power to Adopt Rules and Regulations. The Country Club Community Association, from time to time and subject to the provisions of the Master Association Documents, may adopt, amend and repeal rules and regulations, to be known as the "Country Club Community Rules," governing, among other things and without limitation:

5.14.1. The use of the Country Club Community Association Properties;

5.14.2. Collection and disposal of garbage and trash;

- 5.14.3. The burning of open fires;
- 5.14.4. The maintenance of animals within the Country Club Community;
- 5.14.5. Parking restrictions and limitations;
- 5.14.6. The posting of maximum speeds for vehicular traffic and other traffic rules on private roads;
- 5.14.7. Establishment of times or other restrictions as to when commercial vehicles may be permitted to use any or all of the roads;
- 5.14.8. The type or types of vehicles (other than conventionally equipped passenger automobiles) and the times when any vehicle or motorized vehicle or device may be permitted to use the roads or any other area of the Country Club Community Association Properties;

5.14.9. Fines for the infraction of the Country Club Community Rules;

5.14.10. Additional Design Guidelines;

5.14.11. Additional use restrictions;

5.14.12. Maintenance performance standards; and

5.14.13. Any other rule or regulation deemed necessary, desirable or advisable by the Country Club Community Association to promote the health, safety or welfare of the Owners and residents of property within the Country Club Community.

Notice of the adoption, amendment or repeal of any Country Club Community Rules shall be given in writing to each Owner at the address for notices to the Owners as elsewhere provided in this Declaration or the Code of Regulations, and copies of the currently effective Country Club Community Rules shall be made available to each Owner upon request and payment of the reasonable expense of copying the same. Each Owner shall comply with the Country Club Community Rules and shall see that the Related Users of such Owners shall comply with the Country Club Community Rules. In the event of any conflict between the Country Club Community Rules and the provisions of this Declaration, the provisions of this Declaration shall prevail.

Section 5.15. Assist Architectural Review Committee. The Country Club Community Association shall in all respects cooperate with and assist the Architectural Review Committee in the complete fulfillment of the Committee's functions, and shall in all respects assist the Committee in the enforcement of its Design Guidelines, rules, regulations and decisions.

STATE OF New York)
) SS:
COUNTY OF New York)

The foregoing instrument was acknowledged before me this 9th day of October, 1998, by Jeffrey E. Epstein, President of N.A. Property, Inc., a Delaware corporation, the managing member of The New Albany Company LLC, a Delaware limited liability company, on behalf of the corporation and the company.

Darren K. Indyke
Notary Public
DARREN K. INDYKE
Notary Public, State of New York
No. 021N5067814
Qualified in New York County
Commission Expires Dec. 15, ~~1998~~

STATE OF New York)
) SS:
COUNTY OF New York)

The foregoing instrument was acknowledged before me this 9th day of October, 1998, by Jeffrey E. Epstein, President of N.A. Property, Inc., a Delaware corporation, general partner of The New Albany Company Limited Partnership, a Delaware limited partnership, on behalf of the corporation and the partnership.

Darren K. Indyke
Notary Public
DARREN K. INDYKE
Notary Public, State of New York
No. 021N5067814
Qualified in New York County
Commission Expires Dec. 15, ~~1998~~

This Instrument was prepared by:

D. Michael Schira, Esq.
Vorys, Sater, Seymour and Pease LLP
52 East Gay Street
Columbus, Ohio 43215

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Richard B. Wicks, Jr. 156808161000
Franklin County Recorder - Bldg 1016 B

DESIGNATION OF SUCCESSOR DECLARANT

MASTER COMMUNITY

THIS DESIGNATION OF SUCCESSOR DECLARANT (this "Designation") is made as of the 8th day of October, 1998, by THE NEW ALBANY COMPANY LIMITED PARTNERSHIP, a Delaware limited partnership (hereinafter referred to as "Declarant"), and THE NEW ALBANY COMPANY LLC, a Delaware limited liability company (hereinafter referred to as "Successor Declarant").

WHEREAS, on December 3, 1990, the New Albany Company, an Ohio general partnership, predecessor to Declarant, filed that certain Declaration of Covenants, Conditions, Restrictions and Easements for The New Albany Communities (the "Declaration") recorded at OR 16185A01 in the Office of the Recorder, Franklin County, Ohio;

WHEREAS, Declarant was named as the successor declarant pursuant to that certain Designation of Successor Declarant dated December 1, 1992 recorded at OR 21256D15 in the Office of the Recorder, Franklin County, Ohio;

WHEREAS, pursuant to the terms of the Declaration, Declarant reserved the right to designate a successor in interest of its rights as declarant under the Declaration; and

WHEREAS, Declarant has undergone a transaction resulting in Successor Declarant becoming the successor in interest of Declarant to any and all rights and obligations of Declarant as declarant under the Declaration.

NOW, THEREFORE, pursuant to the powers reserved in the Declaration, Declarant hereby declares that Successor Declarant is the successor in interest of Declarant to any and all rights and obligations of Declarant as declarant under the Declaration and Successor Declarant hereby acknowledges and accepts such designation.

RECEIVED
JOSEPH W. TESTA
OCT 20 1998
FRANKLIN COUNTY RECORDER
BY [Signature] COUNTY CLERK

Verys Box: Chidester

Section 5.16. Cooperation with Master Association. The Board shall have the power to assist the Master Association in the performance of its duties and obligations under the Master Declaration and cooperate with the Master Association so that the Master Association and the Country Club Community Association can most efficiently and economically provide their respective services to the Owners. It is contemplated that from time to time either the Master Association or the Country Club Community Association may use the services of the other in the furtherance of its obligations and they may contract with each other to better provide for such cooperation. The payment for such contract services or a variance in services provided may be reflected in an increased Assessment by the Master Association for the Country Club Community or by an item in the Country Club Community Association's budget which shall be collected through Country Club Community Association Assessments and remitted to the Master Association. If the Country Club Community Association fails, neglects, or is unable to perform a duty or obligation required by the Country Club Community Documents, then the Master Association may, after reasonable notice and an opportunity to cure given to the Country Club Community Association, perform such duties or obligations until such time as the Country Club Community Association is able to resume such functions, and charge the Country Club Community Association a reasonable fee for the performance of such functions.

Section 5.17. Manager. The Country Club Community Association may employ or contract for the services of a Manager, provided that such employment shall be by a contract having a term of no more than three years, and each such contract shall be subject to cancellation by the Country Club Community Association on 90 days or less prior notice without cause and without payment of a termination fee. The Manager shall not have the authority to make expenditures for additions or improvements chargeable against the Maintenance Fund except upon specific prior approval and direction by the Board. The Board shall not be liable for any omission or improper exercise by a Manager of any duty, power, or function. The Manager may be the Master Association.

Section 5.18. Ownership of Other Property. The Country Club Community Association, through action of its Board of Trustees, may acquire, hold, and dispose of tangible and intangible personal property and real property in addition to any such property which may be conveyed to the Country Club Community Association by Declarant.

Section 5.19. Roads and Streets. The Country Club Community Association shall be responsible for the maintenance of all private roads, if any, within the Country Club Community, including periodic maintenance of the surface and regular snow, ice and trash removal, except such private drives as are located on Privately Owned Sites or private roads which are the responsibility of the Master Association to maintain. The Board shall cooperate with the applicable traffic and fire control officials and the Master

Association, to post all public and private drives, roads and streets with traffic control, fire lane, and parking regulation signs. The Country Club Community Association shall now the grass and properly maintain the landscaping within public rights-of-way along public roads within the Country Club Community Area.

Section 5.20. Books and Records. The Country Club Community Association shall make available for inspection, upon request, during normal business hours or under other reasonable circumstances, to Owners and Mortgagees, current copies of the Country Club Community Documents, and the books, records, and financial statements of the Country Club Community Association prepared pursuant to the Code of Regulations. The Country Club Community Association may charge a reasonable fee for copying such materials. Notwithstanding the foregoing, records concerning the status of the accounts payable with respect to a Privately Owned Site shall only be made available to the Owner or a Mortgagee of that Privately Owned Site.

Section 5.21. Successor of Declarant. The Country Club Community Association shall succeed to all of the duties and responsibilities of Declarant hereunder after the Turnover Date. The Country Club Community Association shall not, after the Turnover Date, succeed to the rights and easements reserved to Declarant hereunder unless such rights and easements are expressly conveyed to the Country Club Community Association by recorded written instrument.

Section 5.22. Implied Rights and Obligations. The Country Club Community Association may exercise any other right or privilege given to it expressly by the Country Club Community Documents, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege. The Country Club Community Association shall perform all of the duties and obligations imposed on it expressly by the Country Club Community Documents and every other duty or obligation reasonably to be implied from the express provisions of the Country Club Community Documents; or reasonably necessary to perform the duties and obligations contained in the Country Club Community Documents.

Section 5.23. Cooperation with Club Facilities Owner. The Country Club Community Association shall have the power to enter into cooperative agreements with the person or entity owning or operating the Club Facilities regarding matters of mutual interest including, but not limited to, maintenance, security, and reciprocal easements for ingress and egress.

Section 5.24. Rights Deemed Created. All conveyances of Privately Owned Sites hereafter made, whether by Declarant or otherwise, shall be construed to grant and reserve the rights and powers contained under this Article V, even though no specific reference to such rights and powers appears in the instrument for such conveyance.

ARTICLE VI

COUNTRY CLUB COMMUNITY ASSOCIATION PROPERTIES

Section 6.1. Owner's Easements of Enjoyment. Every Owner shall have a non-exclusive easement for the use and enjoyment of the Common Area, if any, which shall be appurtenant to and shall pass with the title to every Privately Owned Site, subject to the provisions of this Declaration including, but not limited to, the easements set forth in this Article and all conditions, restrictions, easements, rights-of-way, covenants, equitable servitudes and other encumbrances granted or reserved by Declarant.

Section 6.2. Delegation of Use. Any Owner may, subject to the Country Club Community Rules adopted from time to time by the Board, delegate, in accordance with the Country Club Community Documents, his right of enjoyment in the Common Area and facilities to his tenants, employees, family, guests or invitees.

Section 6.3. Owner's Negligence. In the event that the need for maintenance, repair, or replacement of the Country Club Community Properties, or any improvements on or portion thereof, is caused through or by the negligent or willful act or omission of any Owner, or by any member of an Owner's family, or by an Owner's guests, tenants or invitees, then the expenses, costs and fees incurred by the Country Club Community Association for such maintenance, repair, or replacement, in the amount for which the Owner or the Owner's family members, guests, or invitees are liable under Ohio law, shall be a personal obligation of such Owner; and, if not repaid to the Country Club Community Association within seven days after the Country Club Community Association gives notice to the Owner of the total amount, or of amounts due from time to time, then the sums due shall become a Default Assessment against the Owner's Privately Owned Site and may be enforced in accordance with Section 6.7.

Section 6.4. Title to Country Club Community Association Properties. The Country Club Community Association Properties shall be owned by the Country Club Community Association and no Owner shall bring any action for partition or division of the Country Club Community Association Properties. By acceptance of a deed or other instrument of conveyance or assignment, each Owner shall be deemed to have specifically waived such Owner's rights to institute or maintain a partition action or any other action designed to cause a division of the Country Club Community Association Properties, and this Section may be pleaded as a bar to any such action. Any Owner who shall institute or maintain any such action shall be liable to the Country Club Community Association, and hereby agrees to reimburse the Country Club Community Association for its costs, expenses, and reasonable attorneys fees in defending any such action. In the event of the dissolution of the Country Club Community Association, other than incident to a merger or consolidation, the Country Club Community Association Properties

shall, to the extent reasonably possible, be conveyed to the Master Association to be used, in any such event, for the common benefit of Owners for similar purposes for which the Country Club Community Association Properties were held by the Country Club Community Association. In the event such conveyance is refused, the Members shall immediately thereupon hold title to the Country Club Community Association Properties as tenants in common and shall collectively provide for the continued maintenance and upkeep in accordance with the terms of this Declaration.

Section 6.5. Country Club Community Association as Attorney-in-Fact. Each and every Owner hereby irrevocably constitutes and appoints the Country Club Community Association as such Owner's true and lawful attorney-in-fact in such Owner's name, place, and stead for the purpose of dealing with the Country Club Community Association Properties, or any part thereof, upon their damage or destruction as provided in this Article or a complete or partial taking as provided in this Article. Acceptance by any grantee of a deed or other instrument of conveyance from the Declarant or from any Owner shall constitute appointment of the attorney-in-fact as herein provided. As attorney-in-fact, the Country Club Community Association shall have full and complete authorization, right, and power to make, execute, and deliver any contract, assignment, deed, waiver, or other instrument with respect to the interest of any Owner which may be necessary or appropriate to exercise the powers granted to the Country Club Community Association as attorney-in-fact.

Section 6.6. Estimate of Damages or Destruction. As soon as practical after an event causing damage to or destruction of any improvement owned by the Country Club Community Association, the Country Club Community Association shall, unless such damage or destruction shall be minor, obtain an estimate or estimates that it deems reliable and complete of the costs of repair and reconstruction of such improvement so damaged or destroyed. "Repair and reconstruction" as used in this Article shall mean restoring the damaged or destroyed improvement to substantially the same condition in which they existed prior to the damage or destruction.

Section 6.7. Repair and Reconstruction. As soon as practical after obtaining estimates, the Country Club Community Association shall, subject to the provisions of Section 6.10, diligently pursue to completion the repair and reconstruction of the damaged or destroyed improvements. As attorney-in-fact for the Owners, the Country Club Community Association may take any and all necessary or appropriate action to effect repair and reconstruction and no consent or other action by any Owner shall be necessary in connection therewith. Assessments of the Country Club Community Association shall not be abated during the period of insurance adjustments and repair and reconstruction.

Section 6.8. Funds for Repair and Reconstruction. The proceeds received by the Country Club Community Association from any hazard insurance shall be used for the purpose of repair, replacement, and reconstruction. If the proceeds of the insurance are insufficient to pay the estimated or actual cost of such repair, replacement and reconstruction, the Country Club Community Association may, pursuant to Section 8.6 hereof, levy, assess, and collect in advance from all Owners, without the necessity of a special vote of the Owners except as provided herein, a Special Assessment sufficient to provide funds to pay such estimated or actual costs of repair, replacement and reconstruction. Further levies may be made in like manner if the amounts collected prove insufficient to complete the repair, replacement and reconstruction.

Section 6.9. Disbursement of Funds for Repair and Reconstruction. The insurance proceeds held by the Country Club Community Association and the amounts received from the Special Assessments provided for in Section 8.6 hereof constitute a fund for the payment of the costs of repair and reconstruction after casualty. It shall be deemed that the first money disbursed in payment for the costs of repair and reconstruction shall be made from insurance proceeds, and the balance remaining from the Special Assessments. If there is a balance remaining after payment of all costs of such repair and reconstruction, such balance may be held by the Country Club Community Association as surplus funds in accordance with Section 9.3.

Section 6.10. Decision Not to Rebuild. If Declarant and at least 67% of the Owners (other than Declarant) agree in writing not to repair and reconstruct and no alternative improvements are authorized, then and in that event such damaged or destroyed Country Club Community Association Properties shall be restored to its natural state and maintained as an undeveloped portion of the Country Club Community Association Properties by the Country Club Community Association in a neat and attractive condition, and any remaining insurance proceeds may be held by the Country Club Community Association as surplus funds in accordance with Section 9.3.

Section 6.11. Rights of Owners. Whenever all or any part of the Country Club Community Association Properties shall be taken or conveyed in lieu of and under threat of condemnation by any authority having the power of condemnation or eminent domain, each Owner shall be entitled to notice thereof but the Country Club Community Association shall act as attorney-in-fact for all Owners in the proceedings incident thereto, unless otherwise prohibited by law.

Section 6.12. Partial Condemnation; Distribution of Award; Reconstruction. The award or payment made for any taking or conveyance described in Section 6.11 shall be payable to the Country Club Community Association as Trustee for all Owners to be distributed as follows: If the taking involves a portion of the

Common Area on which Improvements have been constructed, then, unless within 60 days after such taking the Declarant and at least 67 percent of the Owners (other than Declarant) shall otherwise agree in writing, the Country Club Community Association shall restore or replace such Improvements so taken on the remaining land included in the Common Area to the extent lands are available therefor, in accordance with plans approved by the Board of Trustees and the Architectural Review Committee. If such Improvements are to be repaired or restored, the above provisions in this Article regarding the disbursement of funds in respect to casualty, damage or destruction which is to be repaired shall apply. If the taking does not involve any Improvements on the Common Area, or if there is a decision made not to repair or restore, or if there are net funds remaining after any such restoration or replacement is completed, then such award or net funds may be held as surplus in accordance with Section 9.3.

ARTICLE VII

DECLARANT'S RIGHTS AND RESERVATIONS

Section 7.1. General. In addition to those set forth in the Master Community Documents, Declarant shall have, and hereby retains and reserves, certain rights as described in this Declaration with respect to the Country Club Community Association, the Country Club Community Association Properties, and the Country-Club Community Area. The rights and reservations of Declarant set forth in this Declaration shall be deemed excepted and reserved in each recorded Supplemental Declaration, in each conveyance of property by Declarant to the Country Club Community Association and in each deed or other instrument by which any property within the Country Club Community Area is conveyed by Declarant, or otherwise, whether or not specifically stated therein. The rights, reservations and easements of Declarant set forth in this Declaration shall survive the Turnover Date and shall be prior and superior to any other provisions of this Declaration and may not, without Declarant's prior written consent, be modified, amended, rescinded or affected by any amendment of this Declaration, including any amendment of this Section. Declarant's consent to any one such amendment shall not be construed as consent to any other or subsequent amendment. Any or all of the special rights of Declarant hereunder may be transferred to other persons or entities, provided that the transfer shall not enlarge a right beyond that described herein and provided further, no such transfer shall be effective unless it is in a written instrument signed by the Declarant and duly recorded in the office of the Recorder of Franklin County, Ohio. Declarant further reserves the right to create reservations, exceptions, exclusions and easements convenient or necessary for the use and operation of their property of the Declarant whether located in the Country Club Community Area or otherwise.

Section 7.2. Declarant's Approval of Conveyances or Changes in Use of the Country Club Community Association Properties. The Country Club Community Association shall not, without first obtaining the prior written consent of Declarant, convey, change or alter the use of the Country Club Community Association Properties, use the Country Club Community Association Properties other than solely for the benefit of Owners, or mortgage the Country Club Community Association Properties.

Section 7.3. Maintenance Easement. An easement is hereby reserved to the Declarant, and granted to the Country Club Community Association, and any trustee or Manager, and their respective officers, agents, employees, and assigns upon, across, over, in, and under the Country Club Community Area and a right to make such use of the Country Club Community Area as may be necessary or appropriate to make emergency repairs or to perform the duties and functions which the Country Club Community Association is obligated or permitted to perform pursuant to the Country Club Community Documents, including the right to enter upon any Privately Owned Site for the purpose of performing maintenance to the landscaping or the exterior of improvements to such Privately Owned Site as required by the Country Club Community Documents. The Country Club Community Association shall not unreasonably interfere with the rights of the Owners in the use of this easement.

Section 7.4. Golf Easements. The Declarant hereby reserves for itself and for the benefit of the person or entity owning or operating the Club Facilities and the members and their guests of the Club Facilities, the following described easements (collectively or individually the "Golf Easements"):

7.4.1. The golf cart path easements designated as such on a Plat or Plats which shall be used for golf cart paths, pedestrian walkways, maintenance and vehicle access, and unhindered access between said paths and the Club Facilities. Nothing shall be placed or maintained in any golf cart path easement area which shall interfere with utilization thereof as a playable part of the Club Facilities.

7.4.2. The golf course easement designated as such on a Plat or Plats which shall be developed as part of the Club Facilities for purposes of landscaping or the placement of any improvements. No Improvement shall be placed in a golf course easement area without the prior written consent of the holder of the golf course easement.

7.4.3. Each Privately Owned Site is hereby burdened with an easement permitting golf balls unintentionally to come upon the Site and for golfers at reasonable times and in a reasonable manner to come upon the exterior portions of the Site to retrieve errant golf balls. The existence of this easement shall not relieve golfers of liability for damage caused by errant golf balls. The Country Club Community Association, the Master Association, the

owner or operator of the Club Facilities and the Declarant shall not, under any circumstances, be held liable for any damage or injury resulting from errant golf balls or the exercise of this easement. Neither the Declarant, the Country Club Community Association nor the Master Association shall be responsible or liable in any way for any disputes between an Owner and any person's use of the Club Facilities. All Owners, by acceptance of the conveyance of a site, assume all risks associated with errant golf balls, and all Owners agree and covenant not to make any claim or institute any action arising or resulting from any errant golf balls, any damages that may be caused thereby, or for negligent design of the Club Facilities or the location of the Site.

Declarant reserves the right to grant or deed such easement rights to the person or entity developing the Club Facilities and to impose such additional restrictions on the Golf Easements at that time and from time to time as may be reasonably required to effectuate the purposes of such easements. The reservation of the Golf Easements is made for the benefit of Declarant, the owner or operator of the Club Facilities, the members and invited guests of any golf club associated with the Club Facilities, and for associated maintenance and service personnel, for golf course and related recreational purposes.

Section 7.5. Easement Regarding Golf, Tennis or Other Recreational Use. Declarant hereby reserves for itself and for the benefit of the person or entity owning or operating the Club Facilities and the members of any club associated with the Club Facilities and their guests, an easement to use the roadways and entrances of the Country Club Community Area and the Country Club Community Association Properties during any use of the Club Facilities: golf, tennis or other facilities as a spectator, worker or purveyor at or for any tournament or activity in connection therewith for the purpose of ingress, egress or access to such facilities. Declarant reserves the right, at any time prior to the Turnover Date, to impose upon the property located within the Country Club Community Area, such other easements as are required for the enjoyment of the Club Facilities.

Any disputes as to the extent of any of the easements described in Section 7.4 or this Section shall be determined by Declarant in its sole and absolute discretion. Neither Declarant, the members of any club associated with the Club Facilities (including non-resident members), nor their guests shall be charged or required to pay any use fees in connection with such easements other than those charged by the owner or operator of the Club Facilities for the use of the Club Facilities.

Section 7.6. Easements Deemed Created. All conveyances of property within the Country Club Community Area, including Privately Owned Sites, hereafter made, whether by the Declarant or otherwise, shall be construed to grant and reserve the rights, powers and easements contained in this Article VII, even though no specific

reference to such rights, powers and easements or to this Article VII appears in the instrument for such conveyance.

ARTICLE VIII

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 8.1. Creation of the Lien and Personal Obligation for Assessments. The Declarant, for each Privately Owned Site owned by it, hereby covenants, and each Owner for each Privately Owned Site owned by such Owner, by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed, covenants and agrees and shall be deemed to have covenanted and agreed to pay to the Country Club Community Association: (a) Base Assessments for the items set forth in subsections 9.1.1, 9.1.2 and 9.1.3; (b) Special Assessments for capital improvements and other purposes as stated herein; and (c) Default Assessments which may be assessed against an Owner's Privately Owned Site pursuant to the Country Club Community Documents for failure to perform an obligation under the Country Club Community Documents or because the Country Club Community Association has incurred an expense on behalf of the Owner under the Country Club Community Documents. The Base, Special, and Default Assessments, together with interest, costs, and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the Privately Owned Site against which each such Assessment is made until paid. Each such Assessment, together with interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the Owner of such Privately Owned Site at the time when the Assessment fell due. No Owner may waive or otherwise exempt himself from liability for Assessments for any reason including, by way of illustration and not limitation, non-use of the Country Club Community Association Properties or abandonment of a Privately Owned Site. No diminution or abatement of Assessment or set-off shall be claimed or allowed for any reason whatsoever, including, by way of illustration and not limitation, any alleged failure of the Country Club Community Association or Board of Trustees to take some action or perform some function required to be taken or performed by the Country Club Community Association or Board of Trustees under the Country Club Community Documents or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Country Club Community Association, or from any action taken to comply with any law, ordinance or any order or directive of any municipal or other governmental authority.

Section 8.2. Purpose of Assessments. The Assessments levied by the Country Club Community Association shall be used exclusively to promote the recreation, health, safety, and welfare of the Owners and occupants of the Country Club Community and for the acquisition, improvement and maintenance of the Country Club Community Association Properties, including, but not limited to, the payment of taxes and insurance thereon, and repair, replacement, and additions thereto, reserve accounts, the cost of labor, equipment,

materials, management, and supervision, the salary or fee of the Manager, administrative costs and the payment of interest and principal on funds borrowed by the Country Club Community Association.

Section 8.3. Annual Budget. The Board shall prepare a budget prior to the beginning of each fiscal year estimating its net cash flow requirements for the next year and an estimate of the total Assessments to be charged and distribute them to the Owners at least 30 days prior to the annual meeting of the Board. The Owners shall have the opportunity to discuss them at the annual meeting prior to their final approval. On or before December 15 of each year, the Board shall approve the budget in final form, and shall determine, levy, and assess the Country Club Community Association's Base Assessments for the following year. Each budget shall include funds for establishing and maintaining reserves for periodic repairs, replacement, and maintenance of those Improvements on the Country Club Community Association Properties which must be replaced on a periodic basis, and for taxes, capital improvements, deficiencies from the prior year's Maintenance Fund, and other purposes and shall include any expected income and surplus from the prior year's Maintenance Fund.

Section 8.4. Calculation and Apportionment of Base Assessments. For the purpose of providing funds for the items specified in subsections 8.1.1, 8.1.2 and 8.1.3, the Board shall for each year, commencing with the year 1991, fix and assess the Base Assessment against each Privately Owned Site, which Base Assessment shall be equal to the product of (a) the then current Assessed Valuation for such Privately Owned Site multiplied by (b) a fraction, the numerator of which is an amount equal to the total Base Assessment then being levied by the Country Club Community Association and the denominator of which is the aggregate current Assessed Valuation of all Privately Owned Sites. Once established, except for correction of a clerical error, the Assessed Valuation for each year for each Privately Owned Site shall be final and there shall be no adjustment for that year for any increase or decrease in the real estate tax valuation of such Privately Owned Site by reason of any complaint filed pursuant to Ohio Revised Code Section 5715.01 or otherwise.

8.4.1. As soon as shall be practicable in each year, the Country Club Community Association shall cause to be sent to each Owner a written statement providing the amount of the Base Assessment with respect to such Privately Owned Site for the year in question.

8.4.2. Prior to the Turnover Date, the Declarant may elect to pay the Base Assessments on Privately Owned Sites owned by Declarant or in lieu thereof, not pay such Base Assessments and pay any deficit incurred in operating the Country Club Community Association and the Country Club Community Association Properties. In the event the Declarant pays Base Assessments and the Base

Assessments are insufficient to pay the costs of operating the Country Club Community Association and the Country Club Community Association Properties, the Board shall levy an additional Base Assessment to cover such deficiency which will be allocated among and charged to all Privately Owned Sites in the same proportion as the Base Assessment for that year.

Section 8.5. Date of Commencement of Base Assessments; Due Dates. The Base Assessments provided herein shall commence as to a Privately Owned Site on the day of the closing of the conveyance of the Privately Owned Site to an Owner. The first Base Assessment shall be prorated according to the number of days remaining in the calendar year. The Base Assessments shall commence for Privately Owned Sites contained in each phase of the Expansion Country Club Community Properties Annexed to the Country Club Community Area on the day of the recording of the Supplemental Declaration incorporating them into the Country Club Community Area, and shall be prorated according to the number of days remaining in the calendar year. Assessments shall be collected on a periodic basis as the Board may determine from time to time, but until the Board directs otherwise, Assessments shall be payable quarterly in advance on the first day of each calendar quarter. The Country Club Community Association may agree with the Master Association for the Master Association to collect Base or Special Assessments of the Country Club Community Association and remit them to the Country Club Community Association on a timely basis. Collection of the Assessments in this manner shall not prevent the creation of the Country Club Community Association's lien against any Privately Owned Site or affect the Country Club Community Association's ability to enforce or collect its Assessments as provided hereunder if they are not remitted to the Master Association in a timely manner.

Section 8.6. Special Assessments. In addition to the Base Assessments authorized by Section 8.1 hereof, the Board of Trustees may levy, in any Assessment year, a Special Assessment, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, repair or replacement of a described capital improvement, including the necessary fixtures and personal property related thereto. Any such Special Assessment that exceeds 25% of the gross annual budget of the Board for that year shall require the assent of at least 67% of the votes of the Owners who are voting in person or by proxy at a special meeting of the Owners duly called as provided in the Code of Regulations for that purpose attended by at least 60% of the Owners in person or by proxy, written notice of which shall be sent to all Owners at least 10 days in advance and which shall set forth the purpose of the meeting. Notice in writing of the amount of any Special Assessment and the time for payment thereof shall be given promptly to the Owners, and no payment shall be due less than 30 days after such notice shall have been given. Special Assessments pursuant to this section shall be payable by Owners in such manner and at such times as determined by the Board, and may be payable in installments extending beyond

the Assessment year in which the Special Assessment is approved, if the Board so determines. Special Assessments shall be segregated into a separate account and may only be used for the purpose collected.

Section 3.7. Default Assessments. All monetary fines assessed against an Owner pursuant to the Country Club Community Documents, or any expense of the Country Club Community Association which is the obligation of an Owner or which is incurred by the Country Club Community Association on behalf of the Owner pursuant to the Country Club Community Documents, shall be a Default Assessment and shall become a lien against such Owner's Privately Owned Site which may be foreclosed or otherwise collected as provided herein. Notice of the amount and due date of such Default Assessments shall be sent to the Owners subject to such Assessment at least 30 days prior to their due date.

Section 3.8. Effect of Non-payment of Assessment Lien; Remedies of the Country Club Community Association. Any Assessment installment, whether of a Base, Special, or Default Assessment, which is not paid within 30 days of its due date shall be delinquent. In the event that an Assessment installment becomes delinquent, the Country Club Community Association, in its sole discretion, may take any or all of the following actions:

- 3.8.1. Assess a late charge of not less than 5% of the delinquent amount;
- 3.8.2. Assess an interest charge from the date of delinquency at 1-1/2% per month or the maximum rate allowed by law;
- 3.8.3. Suspend the voting rights of the Owner during any period of delinquency;
- 3.8.4. Accelerate all remaining Assessment installments for the fiscal year in question so that unpaid Assessments for the remainder of the fiscal year shall be due and payable at once;
- 3.8.5. Bring an action at law against any Owner personally obligated to pay the delinquent installments;
- 3.8.6. File a statement of lien with respect to the Privately Owned Site, and foreclose on the Privately Owned Site as set forth in more detail below; and
- 3.8.7. Suspend the rights of the Owner to use the Country Club Community Association Properties and the Common Area during any period of delinquency.

The Country Club Community Association may file a statement of lien by recording with the Recorder of Franklin County, Ohio, a written statement with respect to the Privately Owned Site, setting forth the name of the Owner, the legal description of the Privately Owned

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site, the name of the Country Club Community Association, and the amount of delinquent Assessments then owing, which statement shall be duly signed and acknowledged by the President or a Vice President of the Country Club Community Association or by the Manager, and which shall be served upon the Owner of the Privately Owned Site by mail to the address of the Privately Owned Site or at such other address as the Country Club Community Association may have in its records for the Owner of the Privately Owned Site. Thirty days following the mailing of such notice, the Country Club Community Association may proceed to foreclose the lien in the same manner as provided for the foreclosure of mortgages under the statutes of the State of Ohio. Such lien shall be in favor of the Country Club Community Association and shall be for the benefit of all other Owners. In either a personal or foreclosure action, the Country Club Community Association shall be entitled to recover as a part of the action, the interest, costs, and reasonable attorneys' fees with respect to the action. The Country Club Community Association shall have the power to bid for the Site at the foreclosure sale and to purchase, hold, lease, Mortgage and sell the same. During the period in which a Site is owned by the Country Club Community Association following foreclosure, no Assessments shall be levied against it and each other Site shall be charged, in addition to its usual Assessments, its prorata share of the Assessment that would have been levied against such Site had it not been acquired by the Country Club Community Association as a result of foreclosure. The remedies herein provided shall not be exclusive and the Country Club Community Association may enforce any other remedies to collect delinquent Assessments as may be provided by law.

Section 8.9. Successor's Liability for Assessments. In addition to the personal obligation of each Owner of a Privately Owned Site to pay all Assessments thereon and the Country Club Community Association's perpetual lien on a Privately Owned Site for such Assessments, all successors to the fee simple title of a Privately Owned Site, except as provided in this Section, shall be jointly and severally liable with the prior Owner or Owners thereof for any and all unpaid Assessments, interest, late charges, costs, expenses, and attorneys' fees against such Privately Owned Site, without prejudice to any such successor's right to recover from any prior Owner any amounts paid thereon by such successor. This liability of a successor for such amounts due before the successor's acquiring title to the Site shall not be personal and shall terminate upon termination of such successor's fee simple interest in the Privately Owned Site. In addition, such successor shall be entitled to rely on the statement of liens shown on any certificate issued by or on behalf of the Country Club Community Association under Section 8.12 hereof.

Section 8.10. Subordination of the Lien. The lien of the Assessments provided for herein shall be subordinate to the lien of any purchase money loan evidenced by a recorded First Mortgage and to any refinancing loan to refinance any such purchase money loan, provided that any such refinancing is evidenced by a First Mortgage

of record. However, the lien of the Assessments shall be superior to and prior to any homestead exemption now or hereafter provided by the laws of the State of Ohio, and acceptance of a deed to any part of the Country Club Community Area shall constitute a waiver of the homestead exemption by the grantee in the deed. No sale or transfer shall relieve a Privately Owned Site from liability for any Assessments or from the lien thereof. However, sale or transfer of any Privately Owned Site pursuant to a decree of foreclosure or by a public trustee's foreclosure, or any other proceeding or deed in lieu of foreclosure, for the purpose of enforcing a First Mortgage, shall extinguish the lien of such Assessments as to installments which became due prior to such sale or transfer, and the amount of such extinguished lien may be reallocated and assessed to all Privately Owned Sites as a common expense at the direction of the Board. No sale or transfer shall relieve the purchaser or transferee of a Privately Owned Site from liability for, nor the Privately Owned Site from the lien of, any Assessments made thereafter.

Section 8.11. Exempt Properties. The following portions of the Country Club Community Area shall be exempt from the Assessments, charges, and liens created herein:

8.11.1. All properties dedicated to and accepted by the City of Columbus, Ohio, or the Village of New Albany, Ohio, or any other governmental entity, and devoted to public use;

8.11.2. All utility lines and easements;

8.11.3. The Country Club Community Association Properties; and

8.11.4. Any property owned by the Master Association or with respect to which the Master Association has any right, title or interest.

The Club Facilities are located on properties not governed by this Declaration or the Country Club Community Documents and, therefore, an Assessment is not applicable to those properties.

Section 8.12. Statement of Status of Assessments. Upon 10 days written notice to the Treasurer of the Country Club Community Association or the Manager and payment of a processing fee set by the Country Club Community Association from time to time, not to exceed \$50, any Owner or Mortgagee of a Privately Owned Site shall be furnished a statement of the account for such Privately Owned Site setting forth:

8.12.1. The amount of any unpaid Assessments (whether Base, Special, or Default Assessments), interest, late charges, costs, expenses, and attorneys' fees then existing against a particular Privately Owned Site;

8.12.2. The amount of the current periodic installments of the Base Assessment and the date through which they are paid; and

8.12.3. Any other information deemed proper by the Country Club Community Association.

The information contained in such statement, when signed by the Treasurer or Manager, shall be conclusive upon the Country Club Community Association as to the person or persons to whom such statement is issued and who rely on it in good faith.

Section 8.13. Failure to Assess. The omission or failure of the Board to fix the Assessment amounts or rates or to deliver or mail to each Owner an Assessment notice shall not be deemed a waiver, modification, or a release of any Owner from the obligation to pay Assessments. In such event, each Owner shall continue to pay Base Assessments on the same basis as for the last year for which an Assessment was made until a new Assessment is made at which time any shortfalls in collections may be assessed retroactively by the Country Club Community Association.

ARTICLE IX

USE OF MAINTENANCE FUNDS

Section 9.1. Application of Assessments. The Country Club Community Association shall apply all funds received by it pursuant to this Declaration, and all other funds and property received by it from any source, including, without limitation, the proceeds of loans referred to in Section 9.2 and the surplus of funds referred to in Section 9.3, to the following, in the order stated:

9.1.1. The payment of all principal and interest, when due, on all sums borrowed by or loaned to the Country Club Community Association, to the extent required under any agreement with holders or owners of debt obligations referred to in Section 9.2 hereof;

9.1.2. Administrative costs and expenses incurred by the Country Club Community Association in the exercise of its powers, authority, and duties described in the Country Club Community Documents; and

9.1.3. The promotion of the recreation, health, safety, and welfare of the Owners and occupants of the Country Club Community and for the improvement and maintenance of the Country Club Community Properties, including, but not limited to, the payment of taxes and insurance thereon, and repair, replacement and additions thereto, reserve accounts, the cost of labor, equipment, materials, management and supervision and the salary of the Manager, if any.

Section 9.2. Authority to Borrow Funds. For the purpose of providing funds for uses specified in Section 8.2, the Country Club Community Association is hereby granted the right to borrow funds from time to time upon such terms and conditions deemed appropriate by the Board. In order to secure the repayment of any and all sums borrowed by or loaned to it from time to time, the Country Club Community Association is hereby granted the right and power:

9.2.1. To assign and pledge all revenues received and to be received by it under any provision of the Country Club Community Documents, including, but not limited to, the proceeds of the Base Assessment's payable hereunder;

9.2.2. To enter into agreements with holders and owners of any debt obligations with respect to the collection and disbursement of funds, including, but not limited to, agreements wherein the Country Club Community Association covenants:

(a) to assess the Base Assessments on a given day in each year and to assess the same at a particular rate or rates;

(b) to establish sinking funds or other security deposits;

(c) to apply all funds received by the Country Club Community Association first to the payment of all principal and interest, when due, on such debts, or to apply the same to such purpose after providing for costs of collection;

(d) to establish such collection, payment and lien enforcement procedures, not inconsistent with the provisions of the Country Club Community Documents, as may be required by holders or owners of any such debt obligation;

(e) to provide for the custody and safeguarding of all funds received by the Country Club Community Association; and

9.2.3. Subject to the provisions of Sections 7.2 and 13.5, to grant and convey mortgages and security interests in the Country Club Association Properties.

The amounts, terms and rates of borrowing and the provisions of all agreements with holders or owners of any such debt obligation shall be subject solely to the decision of the Board acting in its absolute discretion.

Section 9.3. Authority to Maintain Surplus. The Country Club Community Association shall not be obligated to spend in any particular time period all the sums collected or received by it in such time period or in any other time period and may carry forward, as surplus, any balances remaining; nor shall the Country Club Community Association be obligated to apply any such surplus to the reduction of the amount of the Base Assessment in any year, but may

carry forward from year to year and time to time such surplus as the Board in its absolute discretion may determine to be desirable for the greater financial security of the Country Club Community Association and the effectiveness of its purposes as set forth in the Country Club Community Documents.

ARTICLE X

COUNTRY CLUB COMMUNITY AREA USE RESTRICTIONS

Section 10.1. General Restriction. All property located in the Country Club Community Area shall be used only for the purposes set forth herein, as permitted by the applicable ordinances of the Village of New Albany, Ohio, and the City of Columbus, Ohio, and the laws of the State of Ohio and the United States, and as set forth in the Country Club Community Documents and specific recorded covenants affecting all or any part of the Country Club Community Area in the Master Association Documents, and any amendments thereto.

Section 10.2. Maintenance of Privately Owned Sites. Except as provided otherwise in the Country Club Community Documents, the Master Association Documents, or by written agreement within the Country Club Community Association, all maintenance of the Privately Owned Sites and all structures, landscaping, parking areas, and other improvements thereon shall be the sole responsibility of the Owner thereof who shall maintain said Privately Owned Site in accordance with the Country Club Community Documents and the communitywide standard of the Country Club Community. The Country Club Community Association may, in the discretion of the Board, assume the maintenance responsibilities of such Owner if, in the opinion of the Board the level and quality of maintenance responsibility provided by such Owner does not satisfy such standard. The Master Association may, in the sole discretion of the board of trustees of the Master Association, assume the maintenance responsibilities of such Owner if, in the opinion of the board of trustees of the Master Association, the level and quality of maintenance being provided by such Owner does not satisfy such standard, and the Country Club Community Association has failed to adequately provide such maintenance. Before assuming the maintenance responsibilities, the Board shall notify the Owner in writing of its intention to do so, and if such Owner has not commenced and diligently pursued remedial action, within three days in the case of maintenance to the exterior of a Building or landscape maintenance, or within 10 days in the case of other maintenance, after mailing of such written notice, then the Country Club Community Association may proceed with such remedial action. Before assuming the maintenance responsibilities, the board of trustees of the Master Association shall notify the Owner and the Board of the Country Club Community Association in writing of its intention to do so, and if such Owner or the Country Club Community Association has not commenced and diligently pursued remedial action, within three days in the case of maintenance to the exterior of a Building or landscape maintenance, or within 10 days in the

case of other maintenance, after the date of the mailing of such written notice, then the Master Association may proceed. The notice requirements set forth in this Section 10.2 will not be required if an emergency exists in the reasonable judgment of the Country Club Community Association or the Master Association, as the context requires. The expenses of such maintenance shall be reimbursed to the Master Association or the Country Club Community Association, as the context requires, by the Owner. Such charges shall be a Default Assessment and lien on the Privately Owned Site of the Owner as provided in Section 8.7 hereof. The rights of the Country Club Community Association and the Master Association set forth in this Section 10.2 shall be in addition to all other rights of the Country Club Community Association set forth in the Country Club Community Documents and all other rights of the Master Association set forth in the Master Association Documents and may be performed by the Country Club Community Association, the Master Association and their respective agents, employees, successors or assigns. By acceptance of a deed to a Site, each Owner releases the Country Club Community Association, the Master Association and their respective officers, trustees, agents and employees and agrees that no claim may be brought against any party authorized to act under this Section for damages caused in the performance of these rights. Each Owner shall indemnify and hold the Country Club Community Association, the Master Association and their respective officers, trustees, agents and employees harmless from and against any and all claims arising out of any action undertaken by them pursuant to this Section.

Section 10.3. Partition or Combination of Privately Owned Sites. No part of a Privately Owned Site may be partitioned or separated from any other part thereof except as provided herein. Whether partitioned, combined, or unchanged, each Privately Owned Site shall be conveyed, transferred, gifted, devised, bequeathed, encumbered, or otherwise disposed of, as the case may be, with all appurtenant rights, obligations and interests created by law or by this Declaration, including the Owner's membership in the Country Club Community Association and the right to use the Common Area, and liability for all Assessments as established for such Privately Owned Site by the Board. No Privately Owned Site may be subdivided into two or more Sites and no Privately Owned Site may be combined with one or more additional Sites to form one or more Privately Owned Sites without the written consent of Declarant (or of the Country Club Community Association after the Turnover Date) and after full compliance with all county and municipal zoning and subdivision regulations. Declarant's consent shall be conditioned upon payment by the Owner or Owners concerned of all expenses thereof, including legal and accounting fees. Any recorded instrument for partition or combination of Privately Owned Sites shall make adequate provision for the adjustment of voting rights and liability for payment of Assessments appurtenant to or imposed on such Privately Owned Sites.

Section 10.4. Compliance with Insurance Requirements. It shall be the responsibility of the individual Owners, and at their expense, to make arrangements in regard to title insurance on their Privately Owned Sites upon any resale, for hazard insurance on the Improvements, personal property and furnishings located on their Privately Owned Sites, and for public liability insurance covering their Privately Owned Sites; provided, however, that none of the above-described insurance coverages shall violate insurance requirements of the Country Club Community Association or the Master Association. In addition, each Owner may obtain such other and additional insurance coverage on and in relation to his Privately Owned Site as such Owner concludes to be desirable; provided, however, that none of such insurance coverages obtained by an Owner shall affect any insurance coverages obtained by the Master Association or the Country Club Community Association nor cause the diminution or termination thereof. Any such insurance obtained by an Owner shall waive the particular insurance company's right of subrogation against the Master Association, the Country Club Community Association and other Owners.

Section 10.5. Damage or Destruction on Privately Owned Sites. In the event of damage or destruction to the Improvements located on any of the Privately Owned Sites, the Owner thereof shall promptly repair and restore the damaged Improvements to their condition prior to such damage or destruction. If such repair or restoration is not commenced within 90 days from the date of such damage or destruction, then the Country Club Community Association may, after notice and hearing as provided in the Code of Regulations, impose a fine of not less than \$500 per day on the Owner of the Privately Owned Site until repair and reconstruction is commenced. Each Owner shall diligently proceed with all repair and reconstruction and if repair and reconstruction is commenced but then abandoned for a period of more than 30 days, then unless the Owner can prove to the satisfaction of the Country Club Community Association that such failure is due to circumstances beyond the Owner's control, the Country Club Community Association may, after notice and hearing as provided in the Code of Regulations, impose a fine of not less than \$500 per day on the Owner of such Site until repair and reconstruction is recommenced. Such fine shall be a Default Assessment and a lien against the Privately Owned Site as provided in Section 8.7 hereof.

Section 10.6. Motorized Vehicles. No trucks, commercial vehicles, vehicles with commercial writing on their exteriors, vehicles primarily used or designed for commercial purposes, utility or pickup trucks, motorcycles, trail bikes, recreational vehicles, motor homes, motor coaches, snowmobiles, campers, trailers, boats or boat trailers, or any other motorized vehicles other than passenger automobiles shall be parked, stored, or in any manner kept or placed on any portion of the Country Club Community Area or the roads therein, except in an enclosed garage. However, passenger automobiles only may be parked in areas designated by the Board and on the paved portion of a Privately Owned Site. This restriction,

however, shall not be deemed to prohibit commercial and construction vehicles, in the ordinary course of business, from making deliveries or otherwise providing service to the Country Club Community Area or for the initial construction by Declarant or other Owners. No work on automobiles or other vehicle repair shall be performed in any portion of the Country Club Community Association Properties or in the Common Areas except in emergencies.

Section 10.7. Abandoned, Inoperable, or Oversized Vehicles. Abandoned or inoperable automobiles or vehicles of any kind, except as hereinafter provided, shall not be stored or parked on any portion of the Country Club Community Area. "Abandoned or inoperable vehicle" shall be defined as any vehicle which has not been driven under its own propulsion for a period of three weeks or longer; provided, however, this shall not include vehicles parked by Owners while on vacation. A written notice describing the "abandoned or inoperable vehicle" and requesting removal thereof may be personally served upon the Owner or posted on the unused vehicle; and if such vehicle has not been removed within 72 hours thereafter, the Country Club Community Association shall have the right to remove the same without liability to it, and the expense thereof shall be charged against the Owner. "Oversized" vehicles, for purposes of this Section, shall be vehicles which are too high to clear the entrance to a residential garage. All unsightly or oversized vehicles, snow removal equipment, garden maintenance equipment, and all other unsightly equipment and machinery may be required by Declarant, the Committee or the Board to be stored at a location or locations designated.

Section 10.8. Excavation and Tree Removal. No excavation shall be made except in connection with improvements approved as herein provided. For purposes of this Section, "excavation" shall mean any disturbance of the surface of the land (except to the extent reasonably necessary for approved landscape planting) which results in a removal of earth, rock, or other substance a depth of more than 18 inches below the natural surface of the land. No trees shall be removed except in accordance with the Design Guidelines.

Section 10.9. Electrical and Telephone Service. All electrical and telephone service will be placed underground.

Section 10.10. Water and Sanitation. Each Building designed for occupancy or use by humans shall connect with water and sanitation facilities as shall be made available from time to time by the City of Columbus, Ohio, the Village of New Albany, Ohio, or any other approved person or entity.

Section 10.11. Signs. No signs of any kind shall be displayed to the public view on or from any portion of the Country Club Community Area except those signs approved by the Committee, or signs of Declarant or its affiliates or assigns, or except as may be required by law.

Section 10.12. Animals and Pets. No animals, livestock, or poultry of any kind shall be kept, raised, or bred on any portion of the Country Club Community Area, except dogs, cats, or other household pets, but then only to the extent and in conformity with the kind and number regulated, permitted or prohibited from time to time by the Country Club Community Rules, and except horses owned and used in connection with the equestrian operation, if any, established by Declarant or the Master Association.

10.12.1. Household pets, such as dogs and cats, must be contained upon Owner's Privately Owned Site and such pets may not be permitted to run at large at any time.

10.12.2. Pedestrians within the Country Club Community Area who are accompanied by dogs must have the dogs under the pedestrians' direct control by use of a leash not to exceed 10 feet in length. All animal waste shall be promptly cleaned up by the pedestrian.

Section 10.13. Drainage. No Owner shall do or permit any work, construct any improvements, place any landscaping, or suffer the existence of any condition whatsoever which shall alter or interfere with the drainage pattern for the Country Club Community Area or any Common Area therein, except to the extent such alteration and drainage pattern is approved in writing by the Committee and except for rights reserved to Declarant to alter or change drainage patterns.

Section 10.14. Trash. No trash, ashes, garbage or other refuse shall be thrown or dumped on any land or area within the Country Club Community Area. Each Owner shall provide suitable receptacles for the temporary storage and collection of such refuse and all such receptacles shall be screened from the public view and from the wind and protected from animal and other disturbances.

Section 10.15. Construction Regulations of the Design Guidelines. All Owners and their contractors shall comply with the construction regulations of the Design Guidelines, if any, and with any construction regulations adopted, from time to time, by Declarant, the Committee or the Board. Such regulations may affect, without limitation, the following: trash and debris removal; sanitary facilities; parking areas; permissible times of access and construction; outside storage; restoration of damaged property; conduct and behavior of builders, subcontractors, Owners and their representatives in the Country Club Community Area at any time; the conservation of landscape materials; and fire protection. In order to ensure compliance with such construction regulations, the Declarant, the Committee or the Board may collect security deposits from any Owner or person or entity involved in construction or remodeling and use such security deposits to correct violations of the construction regulations. Such security deposits and charges against them shall be in addition to any other remedy provided by this Declaration.

Section 10.16. Landscaping. All Privately Owned Sites must be landscaped according to a landscaping plan approved by the Committee. The Declarant or the Committee may require a Site to be landscaped according to an approved plan prior to the start of construction on any other improvements. All landscaping, including pre-construction landscaping, must be maintained according to the standards set forth in the Design Guidelines and the rules and regulations of the Country Club Community Association.

Section 10.17. Temporary Structures. No temporary structures shall be permitted except as may be determined to be necessary during construction and as specifically authorized by the Committee.

Section 10.18. Compliance with Laws. Subject to the rights of reasonable contest, each Owner shall promptly comply with the provisions of all applicable laws, regulations, ordinances, and other governmental or quasi-governmental regulations with respect to all or any portion of the Country Club Community Area.

Section 10.19. No Outside Clotheslines. No laundry or wash shall be dried or hung outside any Building.

Section 10.20. Antennas. No exterior radio, television, microwave or other antenna or antenna dish or signal capture and distribution device shall be permitted without appropriate screening and without the prior written consent of the Committee.

Section 10.21. Outside Burning. No exterior fires, except barbecues, outside fireplaces, braziers, and incinerator fires which are contained within facilities or receptacles and which are located in areas designated and approved by the Committee, shall be permitted. No Owner shall permit any condition upon its portion of the Country Club Community Area which creates a fire hazard or is in violation of fire prevention regulations.

Section 10.22. Annoying Lights, Sounds, or Odors. No light, sound or odor shall be emitted from any property within the Country Club Community Area which is obnoxious or unreasonably offensive to others. Without limiting the generality of the foregoing, no exterior speakers, horns, whistles, bells or other sound devices or lights, other than devices used exclusively for security, fire prevention or fire control purposes, shall be located or used on any property except with the prior written approval of the Architectural Review Committee.

Section 10.23. Obstructions. There shall be no obstruction of any pedestrian walkways nor interference with the free use thereof except as may be reasonably required in connection with repairs of such walkways. The Owners, their families, tenants, guests, and invitees are granted non-exclusive easements to use the pedestrian walkways within the Country Club Community Area. The use thereof shall be subject to the Country Club Community Rules which may be adopted by the Board from time to time. The Country Club Community

Association shall promptly take such action as may be necessary to abate or enjoin any interference with or obstruction of pedestrian walkways, and the Country Club Community Association shall have a right of entry on any part of the Country Club Community Area for the purposes of enforcing this Section, and any costs incurred by the Country Club Community Association in connection therewith shall be specially assessed to the Owner or other persons responsible therefor.

Section 10.24. Camping and Picnicking. No camping or picnicking shall be allowed within the Country Club Community Area except in those areas designated for such purpose. The Board, in its discretion, may ban or permit public assemblages and rallies within the Country Club Community Area.

Section 10.25. House Numbers. Each dwelling shall have a house number conforming to a design and location established by the Committee.

Section 10.26. Continuity of Construction. It is Declarant's intention that all construction be completed promptly. All improvements commenced in the Country Club Community Area shall be prosecuted diligently to completion and the exterior of any building shall be completed within 12 months of commencement, unless an exception is granted in writing by the Committee. If an improvement is commenced and construction is then abandoned for more than 30 days or construction of the exterior of any building is not completed within the required 12-month period, and after notice and hearing as provided in the Code of Regulations, then the Country Club Community Association may impose a fine of not less than \$500 per day on the Owner of the Privately Owned Site until construction is resumed, or the improvement is completed, whichever is earlier, unless the Owner can prove to the satisfaction of the Board that such abandonment or delayed construction is for circumstances beyond the Owner's control. Such charges shall be a Default Assessment and a lien as provided in Section 8.7 hereof.

Section 10.27. Pools. No above-ground pools shall be erected, constructed or installed on any site. Spas and in-ground pools will be permitted subject to prior written approval from the Architectural Review Committee.

Section 10.28. Air Conditioning Units. Except as may be permitted by the Committee, no window air conditioning units may be installed in any improvement.

Section 10.29. Fences. No dog runs, animal pen or fences of any kind will be permitted on any site except as approved by the Committee.

Section 10.30. Playground and Basketball Equipment. No jungle gyms, swing sets, or other playground equipment including, but not

limited to, basketball hoops and backboards shall be permitted on any site except as approved by the Committee.

Section 10.31. Window Coverings. All windows in any Building shall have window coverings which have a white or off white backing or blend with the exterior color of the dwelling, as determined in the sole discretion of the Committee. Reflective window coverings are prohibited.

Section 10.32. Nuisance. No obnoxious or offensive activity or nuisance shall be carried on or be permitted to exist within the Country Club Community Area, nor shall anything be done or permitted which is or may become offensive or detrimental or cause a disturbance or annoyance to any other part of the Country Club Community Area or its occupants.

Section 10.33. General Practices Prohibited. The following practices are prohibited within the Country Club Community Area:

10.33.1. Changing oil in any vehicle or equipment other than at a location designated for that purpose by the Committee;

10.33.2. Allowing concrete suppliers and contractors to clean their equipment other than at a location designated for that purpose by the Committee;

10.33.3. Removing any rocks, plant material, top soil or other similar items from any property of others;

10.33.4. Carrying firearms on the Country Club Community Association Properties;

10.33.5. Use of surface water for construction; or

10.33.6. Careless disposal of cigarettes and other flammable materials.

Section 10.34. Leasing. The Owner of a Privately Owned Site shall have the right to lease such Privately Owned Site subject to the following conditions:

10.34.1. All leases shall be in writing and for not less than one year;

10.34.2. The lease shall be specifically subject to the Country Club Community Documents and any failure of a tenant to comply with the Country Club Community Documents shall be a default under the lease; and

10.34.3. The Owner shall be liable for any violation of the Country Club Community Documents committed by such Owner's tenant, without prejudice to such Owner's right to collect any sums paid from the tenant.

Section 10.35. Hazardous Materials. Each Owner shall comply with all federal, state and local statutes, regulations, ordinances, or other rules intended to protect the public health and welfare as related to land, water, groundwater, air or other aspects of the natural environment (the "Environmental Laws"). Environmental Laws shall include, but are not limited to, those laws regulating the use, generation, storage or disposal of hazardous substances, wastes and materials (collectively, the "Hazardous Materials"). No Owner or his tenants, guests, invitees, or permittees shall knowingly use, generate, manufacture, store, release, dispose of or knowingly permit to exist in, on, under or about his or her Privately Owned Site, the Common Area or any portion of the Country Club Community Area, or transport to or from any portion of the Country Club Community Area any Hazardous Materials except in compliance with the Environmental Laws.

Section 10.36. Drainage and Septic Systems. Catch basins and drainage areas are for the purpose of natural flow of water only. No obstructions or debris shall be placed in these areas. No person or entity other than Declarant may obstruct or rechannel the drainage flows after location and installation of drainage swales, storm sewers, or storm drains. Declarant hereby reserves for itself a perpetual easement across all property located in the Country Club Community Area for the purpose of altering drainage and water flow. Septic tanks and drain fields, other than those installed by or with the written consent of the Committee, are prohibited within the Country Club Community Area. No Owner or occupant shall dump grass clippings, leaves or other debris, petroleum products, fertilizers or other potentially hazardous or toxic substances, in any drainage ditch, stream, pond or lake within the Country Club Community Area.

Section 10.37. Energy Conservation Equipment. No solar energy collector panels or attendant hardware or other energy conservation equipment shall be constructed or installed in the Country Club Community Area unless it is an integral and harmonious part of the architectural design of a structure, as determined in the sole discretion of the Committee. No windmills, wind generators or other apparatus for generating power from the wind shall be erected or installed on any Site.

Section 10.38. On-Site Fuel Storage. No on-site storage of gasoline, heating or other fuels shall be permitted in the Country Club Community Area except that up to five gallons of fuel may be stored on each Site for emergency purposes and operation of lawn mowers and similar tools or equipment, and the Country Club Community Association shall be permitted to store fuel for the operation of maintenance vehicles, generators and similar equipment.

Section 10.39. Water and Mineral Operations. No oil, gas or water drilling, oil, gas or water development operations, oil refining, quarrying or mining operations of any kind shall be permitted in the Country Club Community Area and no derrick or other structure designed for use in boring for water, oil, natural gas, or

other minerals shall be erected, maintained or permitted in the Country Club Community Area; provided, however, the foregoing shall not prevent the drilling of or installation of water development operations by Declarant or its assigns.

ARTICLE XI

ARCHITECTURAL REVIEW COMMITTEE

Section 11.1. Membership. There is hereby established an Architectural Review Committee which shall be responsible for the establishment and administration of Design Guidelines to carry out the purposes and intent of this Declaration. The Committee shall be composed of a minimum of three persons, who need not be Members. All of the members of the Committee shall be appointed, removed, and replaced by the Declarant in its sole discretion, until the Turnover Date, at which time the Board shall succeed to the Declarant's right to appoint, remove or replace the members of the Committee.

Section 11.2. Purpose. The Committee shall review, study and either approve or reject proposed improvements and proposed alterations to Improvements in the Country Club Community Area, all in compliance with this Declaration and as further set forth in the rules and regulations of the Committee and the Design Guidelines as shall be adopted and established and may be amended from time to time by the Committee. Notwithstanding any provision herein, the Club Facilities are located on property not governed by the Country Club Community Documents, and therefore, shall not be subject to these covenants, conditions and restrictions. The Committee shall exercise its best judgment to see that all improvements conform and harmonize with any existing Buildings as to external design, quality and type of construction, materials, color, location on the Site, height, grade and finished ground elevation, and all aesthetic considerations herein set forth. The actions of the Committee in the exercise of its discretion by its approval or disapproval of plans and other information submitted to it, or with respect to any other matter hereof it, shall be conclusive and binding on all interested parties.

Section 11.3. Organization and Operation of Committee.

11.3.1. The term of office of each member of the Committee, subject to Section 11.1, shall be one year, commencing January 1 of each year, and continuing until his successor shall have been appointed. Should a Committee member die, retire, become incapacitated, or in the event of a temporary absence of a member, a successor may be appointed as provided in Section 11.1.

11.3.2. So long as the Declarant appoints the Committee, the Declarant shall appoint the chairman. At such time as the Committee is appointed by the Board, the chairman shall be elected annually from among the members of the Committee by majority vote of said members.

11.3.3. The chairman shall take charge of and conduct all meetings and shall provide for reasonable notice to each member of the Committee prior to any meeting. Such notice shall set forth the time and place of said meeting, which notice may be waived by any member. In the absence of a chairman, the parties appointing or electing the chairman may appoint or elect a successor, or if the absence is temporary, a temporary successor.

11.3.4. The affirmative vote of a majority of the members of the Committee present at a meeting at which a quorum is present shall govern its actions and be the act of the Committee. A quorum shall consist of a majority of the members.

11.3.5. The Committee may avail itself of technical and professional advice and consultants as it deems appropriate.

Section 11.4. Expenses. Except as hereinafter provided, all expenses of the Committee shall be paid by the Country Club Community Association. The Committee shall have the right to charge a filing fee for each application submitted to it for review, in an amount which may be established by the Committee from time to time, and such filing fees shall be collected by the Committee and remitted to the Country Club Community Association to help defray the expenses of the Committee's operation.

Section 11.5. Design Guidelines and Rules. The Committee shall adopt, establish and publish, from time to time, Design Guidelines, which shall be a Country Club Community Document. The Design Guidelines shall not be inconsistent with the Declaration but shall more specifically define and describe the design standards for the Country Club Community and the various uses within the Country Club Community. Subject to the foregoing, the Design Guidelines may be modified or amended from time to time by the Committee in its sole and absolute discretion. All prospective Owners and builders are advised to contact the Committee to obtain the most current copy of the Design Guidelines.

Section 11.6. Variances. The Committee may authorize variances from compliance with any of the Design Guidelines and their procedures when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations require. Such variances may only be granted, however, when unique circumstances dictate and no variance shall (a) be effective unless in writing, (b) be contrary to the restrictions set forth in the body of this Declaration, or (c) stop the Committee from denying a variance in other circumstances. For purposes of this Section, the inability to obtain approval of any governmental agency, the denial of any permit, or disapproval of the terms of any financing shall not necessarily be considered a hardship warranting a variance.

Section 11.7. Limitation of Liability. The Committee shall use reasonable judgment in approving or disapproving all plans and specifications submitted to it. Neither the Committee, nor any

individual member thereof, shall be liable to any person for any official act of the Committee in connection with submitted plans and specifications, except to the extent the Committee or any individual member thereof acted with malice or wrongful intent. Approval by the Committee does not necessarily assure approval by the appropriate governmental board or commission. Notwithstanding that the Committee has approved plans and specifications, neither the Committee nor any of its members shall be responsible or liable to any Owner, developer or contractor with respect to any loss, liability, claim, or expense which may arise by reason of such approval or failure to approve. Neither the Board, the Architectural Review Committee or any agent thereof, nor Declarant or any of its partners, employees, agents, or consultants shall be responsible in any way for any defects in any plans or specifications submitted, revised or approved in accordance with the provisions of the Country Club Community Documents, nor for any structural or other defects in any work done according to such plans and specifications. In all events the Committee shall be defended and indemnified by the Country Club Community Association in any such suit or proceeding.

Section 11.8. Certificate of Compliance. Upon payment of a reasonable fee established from time to time by the Architectural Review Committee, and upon written request of any Owner or his agent, an existing or prospective Mortgagee or a prospective grantee, the Committee shall issue an acknowledged certificate, in recordable form, setting forth generally whether or not, to the best of the Committee's knowledge, the Improvements constructed on the Site are in compliance with the Design Guidelines. Unless such request shall be complied with within 30 days after receipt thereof, it shall be conclusively presumed that the Owner and the affected Privately Owned Site is in conformance with all the terms and conditions under the control of the Committee.

Section 11.9. General. The right of an Owner, developer, person or other entity to construct, reconstruct, refinish, alter or maintain any Improvement upon, under or above any of the Country Club Community Area or to make or create any excavation or fill thereon, or to make any change in the natural or existing surface contour or drainage thereof, or install any utility line or conduit thereon or thereover, shall be subject to the Design Guidelines and to the general restrictions set forth herein.

Section 11.10. Approval Required. No Building or other structure shall be placed, erected or installed in the Country Club Community Area, no construction (which term shall include within its definition staking, clearing, excavation, grading and other site work), no exterior alteration or modification of existing Improvements, and no plantings or removal of plants, trees or shrubs shall be permitted without, until and unless the Owner first obtains the written approval thereof from the Committee and otherwise complies with the provisions hereof. Any excavation, construction, reconstruction, or the refinishing or alteration of any part of the

exterior of any Building or other Improvement in the Country Club Community Area is absolutely prohibited until and unless the Owner or developer first obtains approval thereof from the Architectural Review Committee and otherwise complies with the provisions hereof. All Improvements shall be constructed only in accordance with approved plans. In order to verify the Assessed Valuation for a site, the Committee may require certification of the construction costs listed on any building permit as part of the plan approval process or after plans have been approved, as the Committee deems necessary.

Section 11.11. Removal of Non-Conforming Improvements. The Master Association or the Country Club Community Association, upon request of the Committee and after reasonable notice to the offender and to the Owner, may remove any improvements constructed, reconstructed, refinished, altered, or maintained in violation of these covenants, and the Owner thereof shall forthwith reimburse the Master Association or the Country Club Community Association, as the context requires, for all expenses incurred in connection therewith.

Section 11.12. Compliance. Any contractor, subcontractor, agent, employee or other invitee of an Owner who fails to comply with the terms and provisions of the Design Guidelines and their procedures promulgated by the Committee may be excluded by the Board from the Country Club Community Area without liability to any person, subject to the notice and hearing procedures contained in the Code of Regulations.

Section 11.13. Development by Declarant. Notwithstanding any other provisions of this Article XI or of this Declaration which may be to the contrary, the provisions of this Article XI shall not apply to any Improvement to property proposed or made by Declarant or its successors and assigns in connection with its development, construction, promotion, marketing, sale or leasing of properties within the boundaries of the area comprised of the Country Club Community Area and the Expansion Country Club Community Properties.

ARTICLE XII

GENERAL PROVISIONS

Section 12.1. Term. The covenants and restrictions of this Declaration shall run with the land and bind the Country Club Community Area for a term of 50 years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of time of 10 years each, unless otherwise terminated or modified as hereinafter provided.

Section 12.2. Amendment. Subject to the provisions of Article XIII of this Declaration, until the Turnover Date, Declarant may, in its sole and absolute discretion, unilaterally amend this Declaration at any time and from time to time. Thereafter, Declarant may unilaterally amend this Declaration if such amendment

is: (a) necessary to bring any provision hereof into compliance with any applicable governmental statute, rule, regulation or judicial order, (b) necessary to enable any reputable title insurance company to issue title insurance coverage on the Privately Owned Sites, (c) required to conform to the requirements of FPLMA or FPLMC, or (d) necessary to correct errors; provided, however, any such amendment shall not materially adversely affect the title to any Privately Owned site unless the Owner thereof has consented to such amendment in writing. Any amendment not initiated by Declarant may be made only with the consent of Declarant and the affirmative vote or written consent, or any combination thereof, of at least 67% of the Members; provided, however, that the percentage of votes necessary to amend a specific clause of this Declaration shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause. No amendment may remove, revoke, or modify any right or privilege of Declarant without the written consent of Declarant or the assignee of such right or privilege.

Section 12.3. Effective on Recording. Any amendment, to be effective, must be recorded in the office of the Recorder of Franklin County, Ohio as hereinafter provided. A copy of such amendment or modification, executed and acknowledged by the necessary number of Owners (and by Declarant as required herein) accompanied by a certificate of a licensed abstract or title company as to ownership, or a copy of the amendment or modification together with a duly authenticated certificate of the Secretary of the Board stating that the required number of consents of Owners and a certificate of a licensed title or abstract company were obtained and are on file in the office of the Country Club Community Association, shall be recorded in the office of the Recorder of Franklin County, Ohio. Any amendment shall be effective immediately upon such recording.

Section 12.4. Revocation. This Declaration shall not be revoked without the consent of all of the Owners in a written instrument duly recorded.

Section 12.5. Compliance with Documents. Each Owner shall abide by and benefit from the provisions, covenants, conditions, and restrictions contained in the Master Community Documents and Country Club Community Documents.

Section 12.6. Violations Deemed a Nuisance. Every violation hereof or of any other of the Country Club Community Documents is deemed to be a nuisance and is subject to all the remedies provided for the abatement thereof. In addition, all public and private remedies allowed at law or equity against anyone in violation of these covenants shall be available.

Section 12.7. Compliance. Each Member, Owner, or other occupant of any part of the Country Club Community Area shall comply

with the provisions of the Country Club Community Documents as the same may be amended from time to time.

Section 12.8. Failure to Comply. Failure to comply herewith shall be grounds for an action to recover damages or for injunctive relief to cause any such violation to be remedied, or both. Reasonable notice and an opportunity for a hearing as provided in the Code of Regulations shall be given to the non-complying Owner prior to commencing any legal proceedings.

Section 12.9. Enforcement. The Country Club Community Association, the Master Association or any Owner shall have the right to enforce against any Owner, and the Master Association or any Owner shall have the right to enforce against the Country Club Community Association, by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Country Club Community Association, by the Master Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 12.10. Remedies. In addition to the remedies set forth above in this Article XII, any violation of the Country Club Community Documents shall give to the Board, the Manager, the Master Association or the Declarant, on behalf of the Owners, the right to enter upon the offending site or take appropriate peaceful action to abate, remove, modify or replace, at the expense of the offending Owner any Building, thing or condition that may exist thereon contrary to the interest and meaning of the Country Club Community Documents. If the offense occurs on any easement, walkway, Common Area or the like, the cure shall be at the expense of the Owner or other person responsible for the offending condition. The Board, the Manager, the Master Association and their respective trustees, officers, agents and employees shall have no liability to any Owner or its occupants, guests or tenants for any actions taken pursuant to this Declaration.

Section 12.11. Non-Exclusive Remedies. All the remedies set forth herein are cumulative and not exclusive.

Section 12.12. No Liability. No member of the Board, the Declarant, the Architectural Review Committee, the Manager nor any Owner shall be liable to any other Owner for the failure to enforce any of the Country Club Community Documents at any time.

Section 12.13. Recovery of Costs. If legal assistance is obtained to enforce any of the provisions hereof, or in any legal proceeding (whether or not suit is brought) for damages or for the enforcement of or to restrain the violation of the Country Club Community Documents, the prevailing party shall be entitled to

recover all costs incurred by it in such, including reasonable attorneys' fees as may be incurred, or if suit is brought, as may be determined by the court.

Section 12.14. Resolution of Disputes. If any dispute or question arises between Owners or between Owners and the Country Club Community Association or the Architectural Review Committee relating to the interpretation, performance or non-performance, violation, or enforcement of the Country Club Community Documents, such matter may be subject to a hearing and determination by the Board in accordance with the procedures which may be set forth in the Code of Regulations.

Section 12.15. Severability. This Declaration, to the extent possible, shall be construed or reformed so as to give validity to all of the provisions hereof. Any provision of this Declaration found to be prohibited by law or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating any other part hereof.

Section 12.16. Construction. In interpreting words herein, unless the context shall otherwise provide or require, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders.

Section 12.17. Headings. The headings are included only for purposes of convenient reference, and they shall not affect the meaning or interpretation of this Declaration.

Section 12.18. Registration of Mailing Address. Each Owner and Member shall register his mailing address with the Secretary of the Country Club Community Association from time to time. If an Owner or Member fails to register his mailing address, such address shall be deemed to be the address of the Owner's Privately Owned Site.

Section 12.19. Notice. All notices or requests required hereunder shall be in writing. Notice to any Owner or Member shall be considered delivered and effective upon personal delivery, or three days after posting, when sent by first class mail, to the address of such Owner or Member on file in the records of the Country Club Community Association at the time of such mailing. Notice to the Board, the Country Club Community Association or to the Architectural Review Committee shall be considered delivered and effective upon personal delivery, or three days after posting, when sent by first class mail, to the Country Club Community Association, the Board, the Committee or the Manager, at such address as shall be established by the Country Club Community Association from time to time by notice to the Owners and Members.

Section 12.20. Waiver. No failure on the part of the Country Club Community Association, the Board, or the Committee to give notice of default or to exercise or to delay in exercising any right or remedy hereunder shall operate as a waiver, except as herein

specifically provided, should the Board or Committee fail to respond to certain requests. No waiver shall be effective unless it is in writing, signed by the president or vice president of the Board on behalf of the Country Club Community Association or by the chairman of the Committee if on behalf of the Committee.

Section 12.21. Conflicts Between Documents. In case of conflict between the Declaration and the Articles of Incorporation or the Code of Regulations, the Declaration shall control. In case of conflict between the Articles of Incorporation and the Code of Regulations, the Articles of Incorporation shall control. Any conflict between the terms of this Declaration and the terms of the Design Guidelines shall be resolved by Declarant in its sole and absolute discretion. In case of conflict between the Country Club Community Documents and the Master Community Documents, the Master Community Documents shall control.

Section 12.22. Assignment. Declarant may assign all or any part of its rights and reservations hereunder to any successor who takes title to all or part of the Country Club Community Association Properties. Such successor shall be identified, the particular rights being assigned shall be specified, and, to the extent required, concomitant obligations shall be expressly assumed by such successor, all in a written instrument duly recorded in the records of the office of the Recorder of Franklin County, Ohio.

Section 12.23. Use of Club Facilities. Neither membership in the Master Association, the Country Club Community Association nor ownership or occupancy of a Privately Owned Site shall confer any membership or ownership interest in or right of any kind to use the Club Facilities. The Club Facilities shall not be subject to this Declaration or the Country Club Community Documents and are not part of the Common Area. Rights to use the Club Facilities will be granted only to such persons, and on such terms and conditions as may be determined from time to time by the owner of the Club Facilities. The owner of the Club Facilities shall have the right, from time to time, in its sole and absolute discretion and without notice, to amend or waive the terms and conditions of use of the Club Facilities, including, without limitation, eligibility for and limitation of use rights, categories of use and extent of use privileges and number of users, and shall also have the right to reserve use rights, to terminate use rights altogether, and, to sell, transfer or convey the Club Facilities to any party (including a member-owned club) on any terms, and to require the payment of a membership contribution, initiation deposit, initiation fee, dues and other charges for use privileges.

Section 12.24. Independent Builders. The Country Club Community is a master planned community being developed by the Declarant. The individual residential units constructed within the Country Club Community Area may be constructed by the Declarant or by an independent contractor who purchases the Privately Owned Site from the Declarant. If the unit is constructed by a person or

entity other than the Declarant, the Declarant shall have no liability whatsoever for the builder's activities, whether direct or indirect, including, without limitation, marketing or construction of the unit or actions of any principal, officer, trustee, partner, agent or subcontractor.

Section 12.25. Litigation. No judicial or administrative proceeding shall be commenced or prosecuted by the Country Club Community Association unless approved by a vote of 75% of the Members. This Section shall not apply, however, to (a) actions brought by the Country Club Community Association to enforce the provisions of this Declaration (including, without limitation, the foreclosure of liens), (b) the imposition and collection of Assessments as provided in Article VIII hereof, (c) proceedings involving challenges to ad valorem taxation, or (d) counterclaims brought by the Country Club Community Association in proceedings instituted against it. This Section shall not be amended unless such amendment is made by the Declarant or is approved by the percentage vote, and pursuant to the same procedures, necessary to institute proceedings as provided above.

Section 12.26. Non-Condominium/Non-Cooperative. The Country Club Community Association does not and is not intended to constitute a condominium association or a cooperative association. The Country Club Community Area is not intended to be condominium property, or cooperative property under applicable law. This Declaration is not part of the common elements of any condominium or cooperative unless subject to a declaration of condominium or cooperative encumbering any such property.

Section 12.27. Limitation of Liability and Indemnification. The Country Club Community Association shall indemnify every officer, trustee, and committee member against any and all expenses, including counsel fees, reasonably incurred by or imposed upon such officer, trustee, or committee member in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Trustees) to which he or she may be a party by reason of being or having been an officer, trustee, or committee member. The officers, trustees, and committee members shall not be liable for any mistake of judgment, negligent malfeasance, misconduct, or bad faith. The officers and trustees shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Country Club Community Association (except to the extent that such officers or trustees may also be Owners), and the Country Club Community Association shall indemnify and forever hold each such officer and trustee free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer, trustee, or committee member, or former officer, trustee, or committee member may be entitled. The Country Club Community Association shall, at its expense, maintain

adequate general liability and officers' and trustees' liability insurance as required in Article V to fund this obligation, if such insurance is reasonably available.

Section 12.28. Notice of Sale or Transfer of Title. In the event that any Owner desires to sell or otherwise transfer title to his or her Site, such Owner shall give the Board of Trustees at least seven days prior written notice of the name and address of the purchaser or transferee, the date of such transfer of title, and such other information as the Board of Trustees may reasonably require. Until such written notice is received by the Board of Trustees, the transferor shall continue to be jointly and severally responsible for all obligations of the Owner of the Site hereunder, including payment of Assessments, notwithstanding the transfer of title to the Site.

Section 12.29. Security. The Country Club Community Association may, but shall not be obligated to, maintain or support certain activities within the Country Club Community Area designed to make the Country Club Community Area safer than it otherwise might be including, but not limited to, providing or entering into agreements with others to provide security services to the Country Club Community Area. The Country Club Community Association shall have the right to charge a fee to Owners utilizing such services. Neither the Country Club Community Association, Declarant, nor any successor of Declarant shall in any way be considered insurers or guarantors of security within the Country Club Community Area, however, and neither the Country Club Community Association, Declarant, nor any successor of Declarant shall be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken. All Owners and occupants of any Privately Owned Site, tenants, guests and invitees of any Owner, as applicable, acknowledge that the Country Club Community Association and its Board of Trustees, Declarant, or any successor of Declarant do not represent or warrant that any fire protection system, burglar alarm system or other security system installed in any Privately Owned Site may not be compromised or circumvented, or that any fire protection or burglar alarm systems or other security systems will prevent loss, injury or death by fire or otherwise. Each Owner, by acceptance of a deed to a Site, releases and indemnifies Declarant and the Country Club Community Association from all claims arising out of any security measures undertaken or provided by or through Declarant or the Country Club Community Association.

Section 12.30. Waiver of Club Facilities Liability. Each Owner, each occupant of a Privately Owned Site, the Country Club Community Association, and each person using any facility within the Country Club Community Area, including, but not limited to any golf cart path or bike path, acknowledges that the Club Facilities are located adjacent to the Country Club Community Area and assumes the risk of golf balls being hit into such Owner's Privately Owned Site or the Country Club Community Association Properties and the risk of

potential bodily injury or damage to property which may result. Each Owner by taking title to a Site and the Country Club Community Association by its Joinder in this Declaration and each person using any such facility agrees that neither Declarant nor any entity designing, constructing, owning, operating or managing the Club Facilities shall be liable to the Owner or the Country Club Community Association or any invitee of the Owner or the Country Club Community Association for any loss or damage for personal injury, damage to property, trespass or any other alleged wrong attributable to the Club Facilities. This release of liability shall apply, without limitation, to any such claim arising in whole or in part from the negligence of Declarant or any other entity or person designing, constructing, managing, operating or owning the Club Facilities. Each Owner and the Country Club Community Association agree to indemnify and hold harmless Declarant and any other entity designing, constructing, managing, operating or owning the Club Facilities against all claims by their respective guests, invitees or licensees with respect to any claims above described. The provisions of this Section shall apply to the Club Facilities as originally designed and constructed and as it may be altered in design, layout and construction from time to time.

Section 12.31. Perpetuities. If any of the covenants, conditions, restrictions or other provisions of this Declaration shall be unlawful, void or voidable for violation of the rule against perpetuities, then such provisions shall continue only until 21 years after the death of the last survivor of the now living descendants of Elizabeth II, Queen of England.

ARTICLE XIII

MORTGAGEE RIGHTS

Section 13.1. General. The following provisions are for the benefit of holders, insurers, or guarantors of First Mortgages on Privately Owned Sites in the Country Club Community. To the extent applicable, necessary, or proper, the provisions of this Article XIII apply to this Declaration, the Articles and the Code of Regulations.

Section 13.2. Notices of Action. A holder, insurer, or guarantor of a First Mortgage, who provides written request to the Country Club Community Association (such request to state the name and address of such holder, insurer, or guarantor and identification of the Privately Owned Site), shall be an "eligible holder" (hereinafter "Eligible Holder") and shall be entitled to timely written notice of:

13.2.1. Any condemnation loss or casualty loss which affects a material portion of the Country Club Community Association Properties or which affects any Privately Owned Site on which there is a First Mortgage held, insured, or guaranteed by such Eligible Holder;

13.2.2. Any default in performance of any obligation under the Country Club Community Documents, including any delinquency in the payment of Assessments or charges owed by an Owner of a Privately Owned Site subject to a First Mortgage held, insured, or guaranteed by such Eligible Holder (or any First Mortgagee) which continues for a period of 60 days;

13.2.3. Any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Country Club Community Association; or

13.2.4. Any proposed action which would require the approval of a specified percentage of Eligible Holders, as required in Sections 13.3 and 13.4.

Section 13.3. Other Provisions for the Benefit of Eligible Holders. To the extent permitted under Ohio law, the approval of 51% of the Eligible Holders of Mortgages on Privately Owned Sites subject to Eligible Holder Mortgages shall be obtained before taking the following actions:

13.3.1. Restoration or repair of the Country Club Community Association Properties, after a partial condemnation or damage due to an insurable hazard, which will not be performed substantially in accordance with the Country Club Community Documents and the original plans and specifications; or

13.3.2. Any election to terminate the legal status of the Country Club Community Association after substantial destruction or a substantial taking in condemnation of the Country Club Community Association Properties.

Section 13.4. Eligible Holders' Approval of Amendments to Documents. To the extent permitted by Ohio law, and except for amendments or terminations made after substantial destruction or a substantial taking in condemnation of the Country Club Community Association Properties, the following approvals shall be required:

13.4.1. The approval of 67% of the Eligible Holders of Mortgages on Privately Owned Sites subject to Eligible Holder Mortgages shall be required to terminate the legal status of the Country Club Community Association; and

13.4.2. The approval of at least 51% of the Eligible Holders of Mortgages on Privately Owned Sites subject to Eligible Holder Mortgages shall be required to add to or amend any material provisions of the Country Club Community Documents which establish, provide for, govern, or regulate any of the following (an addition or amendment shall not be deemed material if it is for the purpose of correcting technical errors or for clarification):

(a) Voting;

- such liens:
- (b) Assessments, Assessment liens, subordination of
 - (c) Insurance or fidelity bonds;
 - (d) Rights to use of the Common Area;
 - (e) Responsibility for maintenance and repair of the Country Club Community Association Properties;
 - (f) Convertibility of Privately Owned Sites into Common Areas or Common Areas into Privately Owned Sites;
 - (g) Any provisions which are for the express benefit of Mortgagees;
 - (h) Reserves for maintenance, and replacement of the Common Area;
 - (i) Boundaries of any Privately Owned Site; or
 - (j) Lessing of Privately Owned Sites.

Section 13.5. Other Approval Requirements. Unless at least 67% of the First Mortgagees (based on one vote for each First Mortgage owned) have given their prior written approval, the Country Club Community Association shall not be entitled to:

13.5.1. By act or omission seek to abandon, partition, subdivide, encumber, sell, or transfer all or part of the Common Area (the granting of easements for public utilities or for other public purposes consistent with the intended use of such Common Area shall not be deemed a transfer within the meaning of this clause):

13.5.2. Change the method of determining the obligations, Assessments, dues, or other charges which may be levied against an Owner;

13.5.3. By act or omission, change, waive or abandon any scheme of regulations, or enforcement thereof, pertaining to the architectural design or the exterior appearance of Improvements on Privately Owned Sites, and the maintenance of the Common Area; provided, however, the issuance and amendment of the Design Guidelines by the Committee or the issuance and amendment of architectural standards, procedures, rules and regulations or use restrictions shall not constitute a change, waiver, or abandonment within the meaning of this provision.

13.5.4. Fail to maintain fire and extended coverage insurance on insurable Improvements to the Common Area in an amount equal to 100% of current replacement cost; or

13.5.5. Use hazard insurance proceeds for losses to the improvements to the Common Area for other than the repair, replacement, or reconstruction of such improvements.

Section 13.6. First Mortgagees May Pay Country Club Community Association Properties Charges. Any First Mortgagee may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against any of the Country Club Community Association Properties and may pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy, for such Country Club Community Association Properties, and First Mortgagees making such payments shall be owed immediate reimbursement therefor from the Country Club Community Association.

Section 13.7. Approval Deemed Given. If approval of an Eligible Holder or First Mortgagee is requested in writing pursuant to this Article XIII and a negative response is not received by the Country Club Community Association within 30 days after such Eligible Holder's or First Mortgagee's receipt thereof, then such Eligible Holder or First Mortgagee shall be deemed to have given its approval.

IN WITNESS WHEREOF, the Declarant has executed this Declaration as of the day first above written.

THE NEW ALBANY COMPANY, an Ohio Partnership

Signed in the presence of:










By: BLACKLICK INVESTMENTS, INC.

By:  John W. Kessler, President

And By: ROCKY FORK DEVELOPMENT CORPORATION

By:  William H. Waterbrook, Vice President

STATE OF OHIO)
COUNTY OF FRANKLIN)

) SS.
)

This agreement was acknowledged and signed before me this 29th day of November, 1982, by John W. Kessler, as President of Blacklick Investments, Inc., a partner of The New Albany Company, an Ohio partnership.


Notary Public

PAUL S. COPPEL, Attorney at Law
Notary Public, State of Ohio
My Commission Has Its Expiration Date
Section 147.03 O.R.C.

STATE OF OHIO)
COUNTY OF FRANKLIN)

) SS.
)

This agreement was acknowledged and signed before me this 29th day of November, 1982, by William R. Westbrook, as Vice President of Rocky Fork Development Corporation, a partner of the New Albany Company, an Ohio partnership.


Notary Public


PAUL S. COPPEL, Attorney at Law
Notary Public, State of Ohio
My Commission Has Its Expiration Date
Section 147.03 O.R.C.

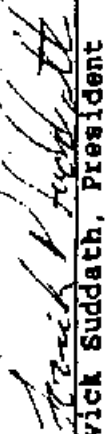
JOINER BY THE NEW ALBANY COUNTRY CLUB COMMUNITY ASSOCIATION, INC.

The New Albany Country Club Community Association, Inc. hereby joins in this Declaration and hereby agrees to enforce its rights and be bound by its obligations as provided herein.

Signed in the presence of:

THE NEW ALBANY COUNTRY CLUB
COMMUNITY ASSOCIATION, INC.

Paul S. Coppel


By: Loevick Suddath

Loevick Suddath, President

STATE OF OHIO)
COUNTY OF FRANKLIN) ss.

This agreement was acknowledged and signed before me this 3rd day of DECEMBER, 1972, by Loevick Suddath, as President of The New Albany Country Club Community Association, Inc.

Paul S. Coppel
Notary Public

PAUL S. COPPEL, Attorney at Law
Notary Public, State of Ohio
My Commission Has No Expiration Date
Section 147.03 O.R.C.

This Instrument Prepared By:

Paul S. Coppel, Esq.
SCHWARTZ, KELA, WARREN & RUBENSTEIN
41 South High Street
Columbus, Ohio 43215
(614) 234-3168

33790

EXHIBIT A

Situated in the State of Ohio, County of Franklin, Village of New Albany:

Being Lots 1 through 51, both inclusive, and the area designated as Reserve A of "The New Albany Country Club Section 1" as the same is numbered and delineated on the recorded plat thereof, of Record in Plat Book 73, pages 63 and 66, Recorder's Office, Franklin County, Ohio.

16105601

EXHIBIT B

All property located in the State of Ohio, County of Franklin bounded on the north by State Route 161, on the south by Morse Road, on the east by U.S. Route 62, and on the west by Hamilton Road.

33790

FIRST SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR THE NEW ALBANY COUNTRY CLUB COMMUNITY

THIS FIRST SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR THE NEW ALBANY COUNTRY CLUB COMMUNITY (the "First Supplemental Declaration") is made this 17th day of MAY, 1991, by The New Albany Company, an Ohio general partnership (hereinafter referred to as "Declarant").

WHEREAS, on December 3, 1990, Declarant filed that certain Declaration of Covenants, Conditions, Restrictions and Easements for The New Albany Country Club Community (the "Declaration") recorded at OR 16185C15 in the office of the Recorder, Franklin County, Ohio;

WHEREAS, pursuant to the terms of Article X, Section 10.2 of the Declaration, Declarant reserved the right to amend the Declaration; and

WHEREAS, Declarant desires to amend the terms of the Declaration;

NOW THEREFORE, pursuant to the powers retained by Declarant under the Declaration, Declarant hereby amends the Declaration and declares that all property now or in the future comprising The New Albany Country Club Community shall be held, sold, conveyed, encumbered, leased, occupied and improved, subject to the covenants, conditions, restrictions and easements set forth in the Declaration as amended by this First Supplemental Declaration. In the case of conflict between this First Supplemental Declaration and the Declaration, the terms of this First Supplemental Declaration shall control. Any term or provision of the Declaration not amended by this First Supplemental Declaration shall remain the same and in full force and effect.

The Declaration is hereby amended as follows:

Section 1. Definitions. Article II of the Declaration is amended to delete the term and definition "Assessed Valuation" in their entirety.

Section 2. Calculation and Apportionment of Base Assessments. The body of Section 8.4 of the Declaration is hereby deleted in its entirety and the following substituted therefor: For the purpose of providing funds for the items specified in subsections 9.1.1, 9.1.2 and 9.1.3, the Board shall for each year commencing with the year 1991, fix and assess the Base Assessment for each Privately Owned Site, which Base Assessment shall be equal to the total Base Assessment then being levied by the Country Club Community Association divided by the total number of Privately Owned Sites. Base Assessments shall be uniform for all Privately Owned Sites in the Country Club Community.

PARTNERSHIP
FILING DATE 12-31-87
RECORDED VOL 10996 PAGE 119
JOSEPH W. TESSA
RECORDER
FRANKLIN COUNTY, OHIO

CONVEYANCE TAX
EXEMPT
PALMER C. MCNEAL
FRANKLIN COUNTY AUDITOR

TRANSFERRED
NOT NECESSARY
JUN 6 1991
PALMER C. MCNEAL
AUDITOR
FRANKLIN COUNTY, OHIO

Franklin County Auditor
1000 Ohio State
Columbus, Ohio 43260

17075F14

Section 3. Approval Required. The last sentence of Section 11.10 is hereby deleted.

IN WITNESS WHEREOF, the Declarant has executed this First Supplemental Declaration as of the date first above written.

THE NEW ALBANY COMPANY, an Ohio general partnership

Signed in the presence of: BY: BLACKLICK INVESTMENTS, INC.

Carol A. Redbey
Kirkley J. Kessler

By: John W. Kessler
John W. Kessler, President

And By: ROCKY FORK DEVELOPMENT CORPORATION
By: William R. Westbrock
Vice President

Carol A. Redbey
Kirkley J. Kessler

STATE OF OHIO }
COUNTY OF FRANKLIN } SS.

This First Supplemental Declaration was acknowledged and signed before me this 17th day of May, 1991, by John W. Kessler, as President of Blacklick Investments, Inc., a partner of The New Albany Company, an Ohio general partnership.

Carol A. Wilcox
Notary Public CAROL A. WILCOX
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES APRIL 24, 1994

STATE OF OHIO }
COUNTY OF FRANKLIN } SS.

This First Supplemental Declaration was acknowledged and signed before me this 17th day of May, 1991, by William R. Westbrock, as Vice President of Rocky Fork Development Corporation, a partner of The New Albany Company, an Ohio general partnership.

Carol A. Wilcox
TIME 1100A M Notary Public CAROL A. WILCOX
RECORDED FRANKLIN CO., OHIO NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES APRIL 24, 1994

JUN 6 1991
JOSEPH W. TESTA, RECORDER
RECORDER'S FEE \$ 13.00-2-

17075F15

JOINDER BY THE NEW ALBANY COUNTRY CLUB COMMUNITY ASSOCIATION, INC.

The New Albany Country Club Community Association, Inc. hereby joins in this First Supplemental Declaration and hereby agrees to enforce its rights and be bound by its obligations as provided herein.

Signed in the presence of:

Carol A. Wilcox
Katherine J. Keasler

THE NEW ALBANY COUNTRY CLUB
COMMUNITY ASSOCIATION, INC.

By: John W. Kessler
John W. Kessler
President

STATE OF OHIO)
) SS.
COUNTY OF FRANKLIN)

This First Supplemental Declaration was acknowledged and signed before me this 17th day of May, 1991, by John W. Kessler, as President of The New Albany Country Club Community Association, Inc.

Carol A. Wilcox
Notary Public
CAROL A. WILCOX
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES APRIL 24, 1994

This Instrument Prepared By:
Paul S. Coppel, Esq.
SCHWARTZ, KELM, WARREN & RUBENSTEIN
41 South High Street
Columbus, Ohio 43215
(614) 222-3000

51650
5/07/91

17272F11

17075F13

206233

FIRST SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR THE NEW ALBANY COUNTRY CLUB COMMUNITY

THIS FIRST SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR THE NEW ALBANY COUNTRY CLUB COMMUNITY (the "First Supplemental Declaration") is made this 17th day of MAY, 1991, by The New Albany Company, an Ohio general partnership (hereinafter referred to as "Declarant").

221650

1 RE-RECORD

WHEREAS, on December 3, 1990, Declarant filed that certain Declaration of Covenants, Conditions, Restrictions and Easements for The New Albany Country Club Community (the "Declaration") recorded at OR 14185C14 in the office of the Recorder, Franklin County, Ohio;

WHEREAS, pursuant to the terms of Article X, Section 10.2 of the Declaration, Declarant reserved the right to amend the Declaration; and

WHEREAS, Declarant desires to amend the terms of the Declaration;

NOW THEREFORE, pursuant to the powers retained by Declarant under the Declaration, Declarant hereby amends the Declaration and declares that all property now or in the future comprising The New Albany Country Club Community shall be held, sold, conveyed, encumbered, leased, occupied and improved, subject to the covenants, conditions, restrictions and easements set forth in the Declaration as amended by this First Supplemental Declaration. In the case of conflict between this First Supplemental Declaration and the Declaration, the terms of this First Supplemental Declaration shall control. Any term or provision of the Declaration not amended by this First Supplemental Declaration shall remain the same and in full force and effect.

The Declaration is hereby amended as follows:

Section 1. Definitions. Article II of the Declaration is amended to delete the term and definition "Assessed Valuation" in their entirety.

Section 2. Calculation and Apportionment of Base Assessments. The body of Section 8.4 of the Declaration is hereby deleted in its entirety and the following substituted therefor: For the purpose of providing funds for the items specified in subsections 9.1.1, 9.1.2 and 9.1.3, the Board shall for each year, commencing with the year 1991, fix and assess the Base Assessment against each Privately Owned Site, which Base Assessment shall be equal to the total Base Assessment then being levied by the Country Club Community Association divided by the total number of Privately Owned Sites. Base Assessments shall be uniform for all Privately Owned Sites in the Country Club Community.

Re-recorded to correct scrivener's error

PARTNERSHIP	
FILING DATE <u>12-31-82</u>	PAGE <u>19</u>
RECORDED VOL <u>10996</u>	
JOSEPH W. LEGIA RECORDER FRANKLIN COUNTY, OHIO	

CONVEYANCE TAX
EXEMPT
<i>[Signature]</i>
PALMER C. MCNEAL FRANKLIN COUNTY AUDITOR

TRANSFERRED
NOT NECESSARY
JUN 6 1991
PALMER C. MCNEAL AUDITOR FRANKLIN COUNTY, OHIO

17272F12

17075F14

Section 3. Approval Required. The last sentence of Section 11.10 is hereby deleted.

IN WITNESS WHEREOF, the Declarant has executed this First Supplemental Declaration as of the date first above written.

THE NEW ALBANY COMPANY, an Ohio general partnership

Signed in the presence of:

BY: BLACKLICK INVESTMENTS, INC.

Carol A. Robey
Quintberry J. Kerker

By: John W. Kessler
John W. Kessler, President

And By: ROCKY FORK DEVELOPMENT CORPORATION

Carol A. Robey
Quintberry J. Kerker

By: [Signature]
William K. Westbrook,
Vice President

STATE OF OHIO }
COUNTY OF FRANKLIN } SS.

This First Supplemental Declaration was acknowledged and signed before me this 17th day of May, 1991, by John W. Kessler, as President of Blacklick Investments, Inc., a partner of The New Albany Company, an Ohio general partnership.

Carol A. Wilcox
Notary Public
CAROL A. WILCOX
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES APRIL 24, 1994

STATE OF OHIO }
COUNTY OF FRANKLIN } SS.

This First Supplemental Declaration was acknowledged and signed before me this 17th day of May, 1991, by William R. Westbrook, as Vice President of Rocky Fork Development Corporation, a partner of The New Albany Company, an Ohio general partnership.

TIME 11:00 A.M.
RECORDED FRANKLIN CO., OHIO
Carol A. Wilcox
Notary Public
CAROL A. WILCOX
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES APRIL 24, 1994

JUN 6 1991

JOSEPH W. TESTA, RECORDER
RECORDER'S FEE \$ 13.00 -2-

17272F13 17075F15

JOINDER BY THE NEW ALBANY COUNTRY CLUB COMMUNITY ASSOCIATION, INC.

The New Albany Country Club Community Association, Inc. hereby joins in this First Supplemental Declaration and hereby agrees to enforce its rights and be bound by its obligations as provided herein.

Signed in the presence of:

Carol A. Wilcox
Kirkley J. Kessler

THE NEW ALBANY COUNTRY CLUB
COMMUNITY ASSOCIATION, INC.

By: John W. Kessler
John W. Kessler
President

STATE OF OHIO

COUNTY OF FRANKLIN

}
} SS.
}

This First Supplemental Declaration was acknowledged and signed before me this 14th day of May, 1991, by John W. Kessler, as President of The New Albany Country Club Community Association, Inc.

Carol A. Wilcox
Notary Public

CAROL A. WILCOX
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES APRIL 24, 1994

This Instrument Prepared By:
Paul S. Coppel, Esq.
SCHWARTZ, KELM, WARRER & RUBENSTEIN
41 South High Street
Columbus, Ohio 43215
(614) 222-3000

5165Q
5/07/91

TIME 8:30 AM
RECORDER FRANKLIN CO., OHIO

JUL 10 1991

RE-RECORD

JOSEPH W. TESTA, RECORDER

RECORDER'S FEE 14.00

18263F06

295508

SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, RESTRICTIONS AND EASEMENTS FOR THE NEW ALBANY COUNTRY CLUB COMMUNITY

THIS SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR THE NEW ALBANY COUNTRY CLUB COMMUNITY (the "Supplemental Declaration") is made this as of this 10th day of September, 1991, by The New Albany Company, an Ohio general partnership (hereinafter referred to as "Declarant").

WHEREAS, on December 3, 1990, Declarant filed that certain Declaration of Covenants, Conditions, Restrictions and Easements for The New Albany Country Club Community (the "Declaration") recorded at OR 16185C14 in the office of the Recorder, Franklin County, Ohio;

WHEREAS, Exhibit B of the Declaration contained a clerical error in the description set forth therein;

WHEREAS, pursuant to the terms of Article XII, Section 12.2 of the Declaration, Declarant reserved the right to amend the Declaration; and

WHEREAS, Declarant desires to amend the terms of the Declaration to correct the clerical error described above;

NOW THEREFORE, pursuant to the powers retained by Declarant under the Declaration, Declarant hereby amends the Declaration and declares that all property now or in the future comprising The New Albany Country Club Community shall be held, sold, conveyed, encumbered, leased, occupied and improved, subject to the covenants, conditions, restrictions and easements set forth in the Declaration, as amended. In the case of conflict between this Supplemental Declaration and the Declaration, as amended, the terms of this Supplemental Declaration shall control. Any term or provision of the Declaration, as amended, not amended by this Supplemental Declaration shall remain the same and in full force and effect.

The Declaration is hereby amended as follows:

The phrase "U.S. Route 62" is hereby deleted from Exhibit B and the phrase "Reynoldsburg-New Albany Road" is substituted therefore.

IN WITNESS WHEREOF, the Declarant has executed this Supplemental Declaration as of the date first above written.

THE NEW ALBANY COMPANY, an Ohio general partnership

Signed in the presence of: BY: BLACKLICK INVESTMENTS, INC.

Name: [Signature]
Paul S. Cooper

BY: [Signature]
John W. Kessler, President

Name: [Signature]
David M. Miller
Ann M. Sewer

TRANSFERRED NOT NECESSARY new DEC 28 DEC 28 1991	CONVEYANCE TAX EXEMPT [Signature]
PALMER C. MCNEAL AUDITOR FRANKLIN COUNTY, OHIO	PALMER C. MCNEAL FRANKLIN COUNTY AUDITOR

(Signatures continue on

And By: ROCKY FORK DEVELOPMENT CORPORATION

Name: *Paul S. Cappel*
Name: *John W. Kessler*
Name: *John W. Kessler*

By: *[Signature]*
WILLIAM R. WESTBROOK,
Vice President

STATE OF OHIO)
COUNTY OF FRANKLIN) SS.

The foregoing instrument was acknowledged before me this 10th day of September, 1991, by John W. Kessler, as President of Blacklick Investments, Inc., a partner of The New Albany Company, an Ohio general partnership, on behalf of the corporation and the partnership.

[Signature]
Notary Public
PAUL S. COPPEL, Attorney at Law
Notary Public State of Ohio
My Commission Expires 12/31/93
Section 147.03, O.S.C.

STATE OF OHIO)
COUNTY OF FRANKLIN) SS.

The foregoing instrument was acknowledged before me this 10th day of September, 1991, by William R. Westbrook, as Vice President of Rocky Fork Development Corporation, an Ohio corporation, a partner of The New Albany Company, an Ohio general partnership, on behalf of the corporation and the partnership.

[Signature]
Notary Public
PAUL S. COPPEL, Attorney at Law
Notary Public State of Ohio
My Commission Expires 12/31/93
Section 147.03, O.S.C.

JOINDER BY THE NEW ALBANY COUNTRY CLUB COMMUNITY ASSOCIATION, INC.

The New Albany Country Club Community Association, Inc. hereby joins in this Supplemental Declaration and hereby agrees to enforce its rights and be bound by its obligations as provided herein.

Signed in the presence of:

THE NEW ALBANY COUNTRY CLUB COMMUNITY ASSOCIATION, INC.

[Signature]
Name: *Paul S. Cappel*
[Signature]
Name: *John W. Kessler*

BY: *[Signature]*
John W. Kessler
President

[signatures continue on next page]
--2--


PARTNERSHIP
FILING DATE 12-31-97
RECORDED VOL. 10996 PAGE 402
RECORDER JOSEPH W. TESTA
FRANKLIN COUNTY, OHIO

18263F08

STATE OF OHIO
COUNTY OF FRANKLIN

)
) SS.
)

The foregoing instrument was acknowledged before me this 10th day of September, 1991, by John W. Kessler, as President of The New Albany Country Club Community Association, Inc. on behalf of the corporation.


Notary Public

PAUL S. COPPEL, Attorney at Law
Notary Public, State of Ohio
My Commission Has No Expiration Date
Section 147.03 O.R.C.

This Instrument Prepared By
and After Recording Return To:

Paul S. Coppel, Esq.
SCHWARTZ, KELM, WARREN & RUBENSTEIN
41 South High Street
Columbus, Ohio 43215
(614) 222-3000

MAIL

64450

TIME 2:30 P M
RECORDER FRANKLIN CO., OHIO

DEC 20 1991

JOSEPH W. TESSA, RECORDER

RECORDER'S FEE 13.00



200403120054829

Page 1 of 1
03/12/2004 2:21PM EST
Board: G. Frank County
Franklin County Recorder

RB
KFB

Steven Title Agency
of Columbus Box

FORTY-FIRST SUPPLEMENTAL DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS FOR
THE NEW ALBANY COUNTRY CLUB COMMUNITY

THIS FORTY-FIRST SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR THE NEW ALBANY COUNTRY CLUB COMMUNITY (the "Forty-First Supplemental Declaration") is made as of the 12 day of March, 2004, by **THE NEW ALBANY COMPANY LLC**, a Delaware limited liability company, successor in interest to The New Albany Company Limited Partnership, a Delaware limited partnership and The New Albany Company, an Ohio general partnership (hereinafter referred to as "Declarant").

WHEREAS on December 3, 1990, The New Albany Company filed that certain Declaration of Covenants, Conditions, Restrictions and Easements for The New Albany Country Club Community (the "Declaration") recorded at OR 16185C14 in the office of the Recorder, Franklin County, Ohio;

WHEREAS, The New Albany Company LLC has succeeded to all right and interest of The New Albany Company Limited Partnership and The New Albany Company as Declarant under the Declaration.

WHEREAS, pursuant to the terms of Article III of the Declaration, Declarant reserved the right to expand the Country Club Community Area to include all or part of the Expansion Country Club Community Properties and to submit any such property to the covenants, conditions, restrictions, easements and provisions of the Declaration;

WHEREAS, the Declarant is the owner of all the real property located in Franklin County, Ohio, more particularly described in Exhibit A attached hereto and incorporated herein by reference and desires to submit such property to the covenants, conditions, restrictions, easements and provisions of the Declaration;

WHEREAS, the real property described in Exhibit A is part of the Expansion Country Club Community Properties;

NOW THEREFORE, pursuant to the powers reserved in Article III of the Declaration, Declarant hereby declares that all the real property described in Exhibit A shall be held, sold, conveyed, encumbered, leased, occupied and improved, subject to the covenants, conditions, restrictions, easements and provisions of the Declaration as the same is supplemented and amended from time to time, which shall run with the real property described in Exhibit A and shall be binding upon, and inure to the benefit of, all parties now or hereafter having any right, title or interest in such property or any part thereof, and their heirs, personal and legal representatives, successors and assigns.

TRANSFER
NOT NECESSARY

MAR 12 2004
JOSEPH W. TESTA
AUDITOR
FRANKLIN COUNTY, OHIO

CONVEYANCE TAX EXEMPT	
JOSEPH W. TESTA FRANKLIN COUNTY AUDITOR	

The Declarant has executed this Forty-First Supplemental Declaration as of the date first above written.

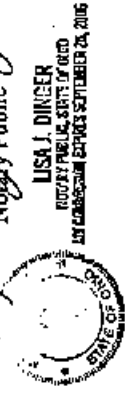
THE NEW ALBANY COMPANY LLC,
A Delaware limited liability company


William G. Ebbing, President

STATE OF OHIO)
) SS.
COUNTY OF FRANKLIN)

The foregoing instrument was acknowledged before me this 9th day of March, 2004, by William G. Ebbing, as President of THE NEW ALBANY COMPANY LLC, a Delaware limited liability company, on behalf of the company.


Lisa J. Dinger
Notary Public

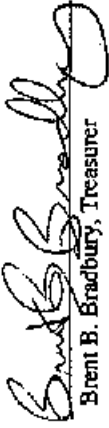


This instrument was prepared
under the direction of:
The New Albany Company LLC
6325 W. Campus Oval, Suite 100
New Albany, Ohio 43054
(614) 939-8000

JOINER BY THE NEW ALBANY COUNTRY CLUB
COMMUNITY ASSOCIATION, INC.

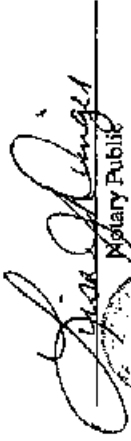
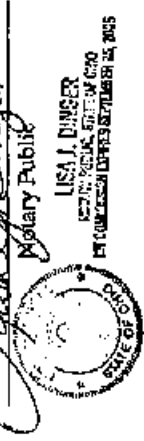
The New Albany Country Club Community Association, Inc. hereby joins in this Forty-
First Supplemental Declaration and hereby agrees to enforce its rights and be bound by its
obligations as provided herein.

THE NEW ALBANY COUNTRY CLUB
COMMUNITY ASSOCIATION, INC.


Brent B. Bradbury, Treasurer

STATE OF OHIO)
) SS.
COUNTY OF FRANKLIN)

The foregoing instrument was acknowledged before me this 09th day of March, 2004, by
Brent B. Bradbury, as Treasurer of THE NEW ALBANY COUNTRY CLUB COMMUNITY
ASSOCIATION, INC.


Notary Public


This instrument was prepared
under the direction of:
The New Albany Company LLC
6525 W. Campus Oval, Suite 100
New Albany, Ohio 43054
(614) 939-8000

EXHIBIT A

Situated in the State of Ohio, County of Franklin, and Village of New Albany:

Being Lots 1 to 35, all inclusive, and areas designated as "Reserve 'A'", "Reserve 'B'" and "Reserve 'C'" of THE NEW ALBANY COUNTRY CLUB SECTION 20, PART 1, as the same are numbered and delineated upon the recorded plat thereof, of record in Plat Book 103, Pages 84 and 85, Recorder's Office, Franklin County, Ohio.

15485100

DEED OF EASEMENT

075510

KNOW ALL MEN BY THESE PRESENTS that THE NEW ALBANY COMPANY, an Ohio partnership, (the "Grantor"), for One Dollar (\$1.00) and other good and valuable consideration paid by the CITY OF COLUMBUS, OHIO, a municipal corporation, (the "Grantee"), the receipt of which is hereby acknowledged, does hereby grant to Grantee, its successors and assigns forever, a perpetual easement in, over, under, across and through the following described real property for the purposes of constructing, installing, reconstructing, replacing, removing, repairing, maintaining and operating public utility lines and appurtenances (the "Improvements") thereto:

THE 2102
RECORDED IN PUBLIC RECORDS, OHIO

(SEE LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A" AND MADE A PART HEREOF)

Prior Instrument Reference: Official Record 14554C12, Recorder's Office, Franklin County, MISSOURI STATE, KENNEDY 12.07
JUL 13 1930

The Grantor and Grantee understand and hereby agree that all terms and conditions contained herein shall be effective and binding upon the parties and their respective successors and assigns.

This grant is also made on the condition that Grantee will, upon application by the Grantor or Grantor's successors and assigns forever, provide one (1) tap, one inch (1") or smaller, per dwelling now constructed or to be constructed on Grantor's premises immediately abutting on said water main but at a distance not to exceed four hundred feet (400') from said water main and the Grantor or Grantor's successors and assigns, shall have the right to connect such dwelling or dwellings water lines to and withdraw water supplies from said water main in accordance with the rules, regulations and ordinances of the City of Columbus, Ohio, governing such activity as such may be in effect at the time of such connection, and which right to connect is subject, however, to all rates, fees and charges imposed now or in the future by the City of Columbus, Ohio; providing, however, that in determining the rates, fees and charges for tapping said main, the said rates, fees and charges shall be based on the amount of the frontage on said water main, but no charge shall be less than that required for a frontage of fifty feet (50').

Grantor hereby releases and discharges the Grantee from any further claims for Ohio Constitution, Article I, Section 19 compensation resulting from this grant or the construction of the improvements. However, this release and discharge does not absolve the Grantee, its agents, representatives or contractors from liability for damages adjudged to have been caused by the culpable negligence of the Grantee, its agents, representatives or contractors during the construction of the improvements. Notwithstanding the foregoing, the Grantee does not waive any governmental immunity or defenses which it may have, and the foregoing shall not be construed in any manner which results in the waiver or denial of any such governmental immunity of defenses.

The Grantee, as soon as practicable after construction of the improvement; and all subsequent entries made pursuant to the rights granted herein, shall cause restoration of the described easement areas by returning the subject property to its former grade and restoring the surface area to its former condition as nearly as is reasonably possible, but subject to all other terms and conditions contained herein.

The perpetual easement rights granted herein shall not be construed to interfere with or restrict the Grantor's use of the subject real property, except that the Grantor shall not cause to be

CITY ATTORNEY'S OFFICE
REAL ESTATE DIVISION
100 7 FRONT STREET
COLUMBUS, OHIO 43228

MAIL

TRANSFERRED
NOT NECESSARY
JUL 19 1930
PALMER C. MCNEAL
AUGUSTOR
FRANKLIN COUNTY, OHIO

CONVEYANCE TAX
EXEMPT
PALMER C. MCNEAL

15485109

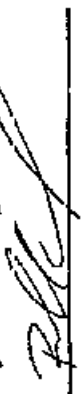

constructed or allow to be constructed any permanent building, structure, facility or improvement, excepting paved access roads and/or parking areas, which in any way impair the strength or interfere with the operation, maintenance, repair, removal, replacement or reconstruction of the subject improvements or access thereto. Should Grantor make permanent or temporary improvements in or upon the subject perpetual easement area, excepting paved access roads and/or parking areas, then Grantor shall assume the risk of such improvements being damaged or destroyed by Grantee's subsequent outside made for the purposes granted herein, and the Grantee, its agents, representatives and contractors, shall not be responsible or liable for any damage or destruction of such Grantor's improvements during the good faith exercise of the Grantee's rights granted herein.

The Grantor hereby covenants with Grantee that it is the true and lawful owner of the above described real property and is lawfully seized of the same in fee simple and has good right and full power to grant this Deed of Easement.

TO HAVE AND TO HOLD said real property unto said Grantee, its successors and assigns forever, for the uses and purposes hereinbefore described.

IN WITNESS WHEREOF, the Grantor has caused this Deed of Easement to be subscribed this 12th day of July 1990.

Signed in the presence of:

THE NEW ALBANY COMPANY, AN OHIO Partnership

BY: ROCKY FORK DEVELOPMENT CORPORATION, Partner

By: 
WILLIAM R. WESTBROOK
Vice President

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

BE IT REMEMBERED that on this 12th day of July 1990, before me, a Notary Public in and for the said state, personally came William R. Westbrook, the Vice President of Rocky Fork Development Corporation, a partner of The New Albany Company, the Grantor in the foregoing Deed of Easement, and acknowledged the signing thereof to be his voluntary act and deed and the voluntary act and deed of the aforesaid corporation and partnership.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my seal on this day and year aforesaid.

(seal)


Notary Public

Paul S. Green, Notary Public
My Commission Expires 06/30/95
Sealed 10/15/90

This instrument prepared by:
City of Columbus, Department of Law
By: Richard A. Pieplow
Real Estate Attorney
Real Estate Division

20210(670 & 671); 05/23/90

731-(36)

PARTNERSHIP
FILING DATE 12-31-87
RECORDED VOL 10996 PAGE 149
JUSEPH M. TESTA
RECORDER
FRANKLIN COUNTY, OHIO

EXHIBIT "A"

Legal Description

PARCEL 731-38

Situated in the State of Ohio, County of Franklin, Township of Plish, in Quarter Township 3, Township 2 North, Range 16 West, United States Military Lands: Being a permanent easement strip across a 5.292 acre tract of land conveyed to The New Albany Company by deed of record in Official Record 14564, Page B14, Recorder's Office, Franklin County, Ohio, said permanent easement strip being bounded and described as follows:

Beginning, for reference, at a point at the intersection of the centerline of Johnstown Road - U.S. Route 62 (60 feet wide) with the centerline of Thompson Road (40 feet wide) and at the southeast corner of said 5.292 acre tract;

thence N 87° 00' 00" W along the centerline of Thompson Road and along a portion of the south line of said 5.292 acre tract a distance of 56.86 feet to a point;

thence N 3° 00' 00" E perpendicular to the centerline of Thompson Road and perpendicular to the south line of said 5.292 acre tract a distance of 20.00 feet to a point in the north right-of-way line of Thompson Road and at the true place of beginning of the permanent easement strip herein intended to be described;

thence N 29° 54' 34" E a distance of 216.30 feet to a point;

thence N 0° 16' 54" W parallel with and 20.00 feet westerly by perpendicular measurement from the west right-of-way line of Harlem Road (60 feet wide) a distance of 221.32 feet to a point in the north line of said 5.292 acre tract and in the south line of a 4.888 acre tract of land conveyed to The New Albany Company by deed of record in Official Record 14626, Page P01, Recorder's Office, Franklin County, Ohio;

thence S 86° 35' 54" E along a portion of the north line of said 5.292 acre tract and along a portion of the south line of said 4.888 acre tract a distance of 20.04 feet to a point in the west right-of-way line of Harlem Road;

thence S 0° 16' 54" E along the west right-of-way line of Harlem Road and parallel with and 25.00 feet westerly by perpendicular measurement from the centerline of Harlem Road and from an east line of said 5.292 acre tract a distance of 223.82 feet to a point at the intersection of the west right-of-way line of Harlem Road with the west right-of-way line of Johnstown Road;

thence S 21° 12' 05" W along the west right-of-way line of Johnstown Road and parallel with and 30.00 feet westerly by perpendicular measurement from the centerline of Johnstown Road and from an east line of said 5.292 acre tract a distance of 184.42 feet to an angle point in the west right-of-way line of Johnstown Road;

thence S 48° 32' 05" W along the west right-of-way line of Johnstown Road and parallel with and 30.00 feet westerly by perpendicular measurement from the centerline of Johnstown Road and from an east line of said 5.292 acre tract a distance of 46.70 feet to a point at the intersection of the west right-of-way line of Johnstown Road with the north right-of-way line of Thompson Road;

thence N 87° 00' 00" W along the north right-of-way line of Thompson Road and parallel with and 20.00 feet northerly by perpendicular measurement from the centerline of Thompson Road and from the south line of said 5.292 acre tract a distance of 34.48 feet to the true place of beginning of said permanent easement strip;

containing 11,482 square feet (= 0.263 acres) of land more or less.

17121009

DEED OF EASEMENT

209700

KNOW ALL MEN BY THESE PRESENTS that THE NEW ALBANY COMPANY, an Ohio partnership, (the "Grantor"), for One Dollar (\$1.00) and other good and valuable consideration paid by the CITY OF COLUMBUS, OHIO, a municipal corporation, (the "Grantee"), the receipt of which is hereby acknowledged, does hereby grant to Grantee, its successors and assigns forever, a perpetual easement in, over, under, across and through the following described real property for the purposes of constructing, installing, reconstructing, replacing, removing, repairing, maintaining and operating water lines and appurtenances (the "Improvements") thereto:

(SEE LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A" AND MADE A PART HEREOF)

Prior Instrument Reference: Official Record Volume 12773F17, Recorder's Office, Franklin County, Ohio.

The Grantor and Grantee understand and hereby agree that all terms and conditions contained herein shall be effective and binding upon the parties and their respective successors and assigns.

This grant is also made on the condition that Grantee will, upon application by the Grantor, permit one (1) lap, one inch (1") or smaller, per single family residential dwelling now constructed or constructed in the future on Grantor's real property immediately abutting upon the herein water main easement, provided the dwelling(s) is within 400 feet of the abutting roadway center line, and the Grantor shall have the right to connect said dwelling(s) water line(s) to and withdraw water supplies from such water main in accordance with the rules, regulations and ordinances of the City of Columbus, Ohio, governing such activity as such may be in effect at the time of such connection, and which right to connect is subject, however, to all water rates, water service fees and charges imposed now or in the future by the City of Columbus, Ohio; providing, however, that in determining the rates, fees and charges for tapping said main, the said rates, fees and charges shall be based on the amount of the frontage on said water main, but no charge shall be less than that required for a frontage of One Hundred feet (100').

Grantor hereby releases and discharges the Grantee from any further claims for Ohio Constitution, Article I, Section 19 compensation resulting from this grant or the construction of the Improvements. However, this release and discharge does not absolve the Grantee, its agents, representatives or contractors from liability for damages adjudged to have been caused by the culpable negligence of the Grantee, its agents, representatives or contractors during the construction of the Improvements. Notwithstanding the foregoing, the Grantee does not waive any governmental immunity or defenses which it may have, and the foregoing shall not be construed in any manner which results in the waiver or denial of any such governmental immunity of defenses.

The Grantee, as soon as practicable after construction of the Improvements and all subsequent entries made pursuant to the rights granted herein, shall cause restoration of the described easement areas by returning the subject property to its former grade and restoring the surface area to its former condition as nearly as is reasonably possible, but subject to all other terms and conditions contained herein.

The perpetual easement rights granted herein are "exclusive" as to all except the Grantor and any previously granted rights of record, shall not be construed to interfere with or restrict the Grantor's use of the subject real property, except that the Grantor shall not cause to be constructed or allow to be constructed any permanent building, structure, facility or improvement, excepting paved access roads and/or parking areas, which in any way impair the

MAIL

CITY ATTORNEY'S OFFICE
REAL ESTATE DIVISION
109 N. FRONT STREET
COLUMBUS, OHIO 43215

TRANSFER NOT NECESSARY
JUN 17 1991
PALMER C. MCNEAL
AUDITOR
FRANKLIN COUNTY, OHIO

TRANSFERRED
VOID
PALMER C. MCNEAL
AUDITOR
FRANKLIN COUNTY, OHIO

CONVEYANCE TAX
EXEMPT
PALMER C. MCNEAL
FRANKLIN COUNTY AUDITOR

17121610

strength or interfere with the operation, maintenance, repair, removal, replacement or reconstruction of the subject improvements or access thereto. Should Grantor make permanent or temporary improvements in or upon the subject perpetual easement area, excepting paved access roads and/or parking areas, then Grantor shall assume the risk of such improvements being damaged or destroyed by Grantee's subsequent entries made for the purposes granted herein, and the Grantee, its agents, representatives and contractors, shall not be responsible or liable for any damage or destruction of such Grantor's improvements during the good faith exercise of the Grantee's rights granted herein.

The Grantor hereby covenants with Grantee that it is the true and lawful owner of the above described real property and is lawfully seized of the same in fee simple and has good right and full power to grant this Deed of Easement.

TO HAVE AND TO HOLD said real property unto said Grantee, its successors and assigns forever, for the uses and purposes hereinbefore described.

IN WITNESS WHEREOF, the Grantor has caused this Deed of Easement to be subscribed this 4th day of May, 1991.

Signed in the presence of:

James A. Eckstein
Richard A. Pieplow

THE NEW ALBANY COMPANY, an Ohio partnership

BY: ROCKY FORK DEVELOPMENT CORPORATION, Partner

By: *William R. Westbrook*
WILLIAM R. WESTBROOK
Vice President

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

BE IT REMEMBERED that on this 4th day of May, 1991, before me, a Notary Public in and for the said state, personally came William R. Westbrook, the Vice President of Rocky Fork Development Corporation, a partner of The New Albany Company, the Grantor in the foregoing Deed of Easement, and acknowledged the signing thereof to be his voluntary act and deed and the voluntary act and deed of the aforesaid corporation and partnership.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my seal on this day and year aforesaid.

(seal)

James A. Eckstein
Notary Public

This instrument prepared by:
City of Columbus, Department of Law
By: Richard A. Pieplow
Real Estate Attorney
Real Estate Division



JAMES A. ECKSTEIN
Notary Public, State of Ohio
My Commission Exp. 7-27-92

26670; 673 & 674

FOR: Division of Water
Re: 732-19

300 P
FRANKLIN CO. OHIO

PARTNERSHIP
FILING DATE 6-2-91
RECORDED W/2994 PAGE 69
JOSEPH W. TESTA
SIXBORO
FRANKLIN COUNTY, OHIO

JUN 14 1991

RECORDED IN TESTA RECORDS

EXHIBIT A

Situated in the State of Ohio, County of Franklin, Township of Plain and bounded and described as follows:

Being a part of the Third Quarter of Township 2 North, Range 16 West, United States Military Lands and being a part of a 4.154 acre tract of land conveyed to The New Albany Company by Deed of Record in Official Record 11773, Page F-17, all references to the Recorder's Office, Franklin County, Ohio and being more particularly described as follows:

Commencing at a point in the centerline of Harlem Road, said point being the northeast corner of The New Albany Company 4.154 acre tract, thence North 88°36'53" West along the north line of said tract a distance of 20.67 feet to a point in the westerly right-of-way line of Harlem Road, said point being the true point of beginning of the herein described easement;

thence South 13°13'52" East along the westerly right-of-way line of Harlem Road a distance of 3.49 feet to a point on said westerly right-of-way line;

thence South 2°22'53" East along the westerly right-of-way line of Harlem Road a distance of 197.63 feet to a point on the south line of said 4.154 acre tract;

thence North 88°36'53" West along said south line 15.03 feet to a point;

thence North 2°22'53" West parallel with the said westerly right-of-way line a distance of 168.64 feet to a point;

thence North 13°13'52" West a distance of 33.39 feet to the north line of said 4.154 acre tract;

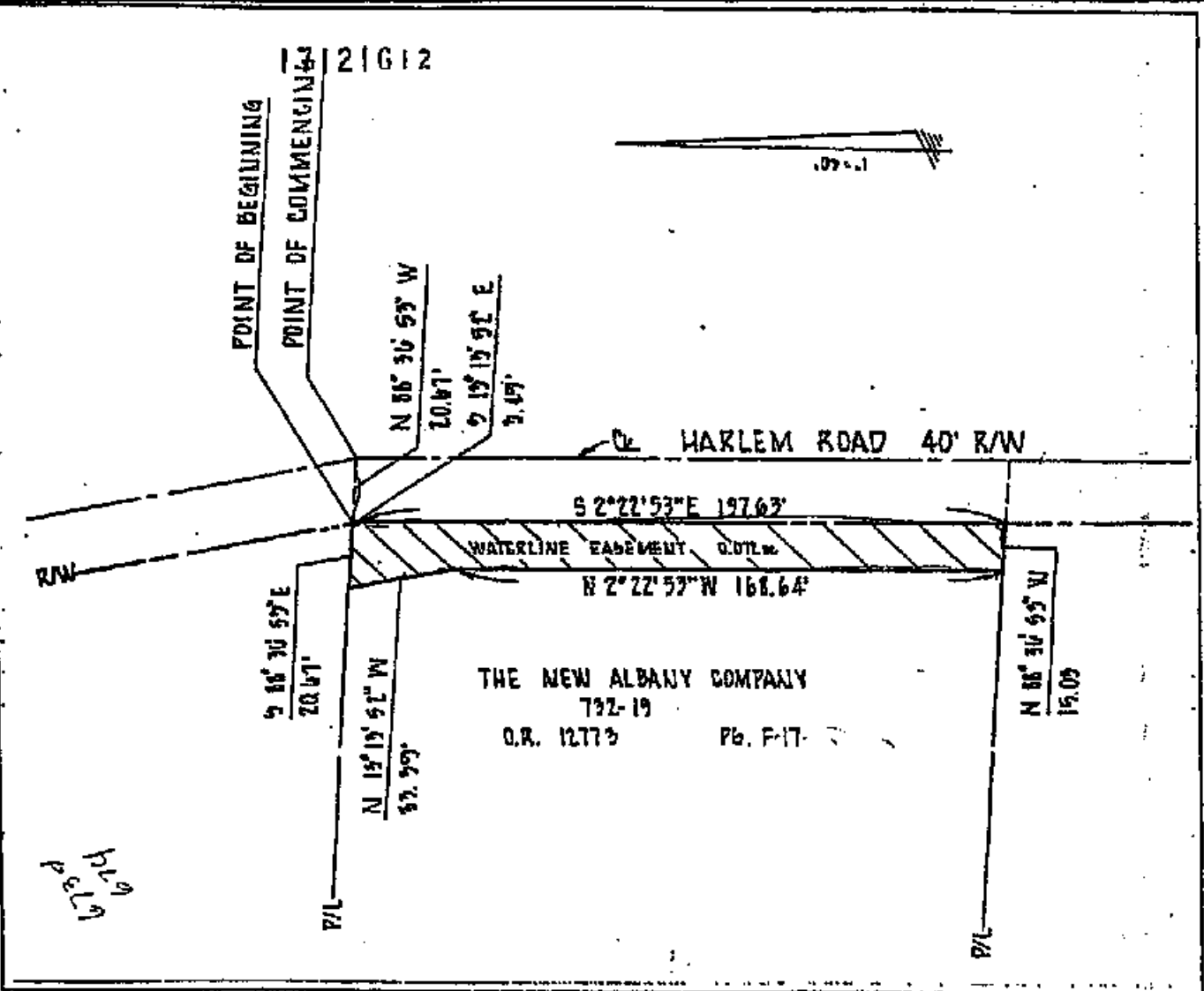
thence South 88°36'53" East along the north line a distance of 20.67 to the point of beginning;

It is understood that the easement described above contains 0.07 acre more or less.

EASEMENT 124-19

DODSON-LINDELOM LOCATES, INC.
Consulting Engineers
170 North High Street
COLUMBUS, OHIO 43215
(614) 224-1251

NO. 1 OF 1
SHEET NO. OF
DATE
CALCULATED BY
DATE
CHECKED BY
DATE
SCALE



PLAT 124-19

17121D17

DEED OF EASEMENT

209687

KNOW ALL MEN BY THESE PRESENTS that THE NEW ALBANY COMPANY, an Ohio partnership, (the "Grantor"), for One Dollar (\$1.00) and other good and valuable consideration paid by the CITY OF COLUMBUS, OHIO, a municipal corporation, (the "Grantee"), the receipt of which is hereby acknowledged, does hereby grant to Grantee, its successors and assigns forever, a perpetual easement in, over, under, across and through the following described real property for the purposes of constructing, installing, reconstructing, replacing, removing, repairing, maintaining and operating water lines and appurtenances (the "improvements") thereto:

CONVEYANCE TAX
EXEMPT
PALMER C. MCNEAL
SHERIFF
FRANKLIN COUNTY, OHIO

(SEE LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A" AND MADE A PART HEREOF)

Prior Instrument Reference: Official Record Volume 12773C08, Recorder's Office, Franklin County, Ohio.

TRANSFERRED
NOT NECESSARY
JUN 14 1991
PALMER C. MCNEAL
SHERIFF
FRANKLIN COUNTY, OHIO

The Grantor and Grantee understand and hereby agree that all terms and conditions contained herein shall be effective and binding upon the parties and their respective successors and assigns.

This grant is also made on the condition that Grantee will, upon application by the Grantor, permit one (1) tap, one inch (1") or smaller, per single family residential dwelling now constructed or constructed in the future on Grantor's real property immediately abutting upon the herein water main easement, provided the dwelling(s) is within 400 feet of the abutting roadway center line, and the Grantor shall have the right to connect said dwelling(s) water line(s) to and withdraw water supplies from such water main in accordance with the rules, regulations and ordinances of the City of Columbus, Ohio, governing such activity as such may be in effect at the time of such connection, and which right to connect is subject, however, to all water rates, water service fees and charges imposed now or in the future by the City of Columbus, Ohio; providing, however, that in determining the rates, fees and charges for tapping said main, the said rates, fees and charges shall be based on the amount of the frontage on said water main, but no charge shall be less than that required for a frontage of One Hundred feet (100').

Grantor hereby releases and discharges the Grantee from any further claims for Ohio Constitution, Article I, Section 19 compensation resulting from this grant or the construction of the Improvements. However, this release and discharge does not absolve the Grantee, its agents, representatives or contractors from liability for damages adjudged to have been caused by the culpable negligence of the Grantee, its agents, representatives or contractors during the construction of the Improvements. Notwithstanding the foregoing, the Grantee does not waive any governmental immunity or defenses which it may have, and the foregoing shall not be construed in any manner which results in the waiver or denial of any such governmental immunity of defenses.

The Grantee, as soon as practicable after construction of the Improvements and all subsequent entries made pursuant to the rights granted herein, shall cause restoration of the described easement areas by returning the subject property to its former grade and restoring the surface area to its former condition as nearly as is reasonably possible, but subject to all other terms and conditions contained herein.

The perpetual easement rights granted herein are "exclusive" as to all except the Grantor and any previously granted rights of record, shall not be construed to interfere with or restrict the Grantor's use of the subject real property, except that the Grantor shall not cause to be constructed or allow to be constructed any permanent building, structure, facility or improvement, excepting paved access roads and/or parking areas, which in any way impair the

MAIL

CITY ATTORNEY'S OFFICE
REAL ESTATE DIVISION
109 N. FRONT STREET
COLUMBUS, OHIO 43216

17121010

strength or interfere with the operation, maintenance, repair, removal, replacement or reconstruction of the subject improvements or access thereto. Should Grantor make permanent or temporary improvements in or upon the subject perpetual easement area, excepting paved access roads and/or parking areas, then Grantor shall assume the risk of such improvements being damaged or destroyed by Grantee's subsequent entries made for the purposes granted herein, and the Grantee, its agents, representatives and contractors, shall not be responsible or liable for any damage or destruction of such Grantor's improvements during the good faith exercise of the Grantee's rights granted herein.

The Grantor hereby covenants with Grantee that it is the true and lawful owner of the above described real property and is lawfully seized of the same in fee simple and has good right and full power to grant this Deed of Easement.

TO HAVE AND TO HOLD said real property unto said Grantee, its successors and assigns forever, for the uses and purposes hereinbefore described.

IN WITNESS WHEREOF, the Grantor has caused this Deed of Easement to be subscribed this 4th day of May, 1991.

Signed in the presence of:

James A. Eckstein
Richard A. Pieplow

THE NEW ALBANY COMPANY, an Ohio Partnership

BY: ROCKY FORK DEVELOPMENT CORPORATION, Partner

BY:

William R. Westbrock
WILLIAM R. WESTBROCK
Vice President

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

HE IT REMEMBERED that on this 4th day of May, 1991, before me, a Notary Public in and for the said state, personally came William R. Westbrock, the Vice President of Rocky Fork Development Corporation, a partner of The New Albany Company, the Grantor in the foregoing Deed of Easement, and acknowledged the signing thereof to be his voluntary act and deed and the voluntary act and deed of the aforesaid corporation and partnership.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my seal on this day and year aforesaid.

(seal)

James A. Eckstein
Notary Public

This instrument prepared by:
By: Richard A. Pieplow
Real Estate Attorney
Real Estate Division



JAMES A. ECKSTEIN
Notary Public, State of Ohio
My Commission Exp. 1-27-92

FOR: Division of Water
RE: 732-14

TIME 3:00 P
RECORDER FRANKLIN CO, OHIO

26680: 641

PARTNERSHIP
FILING DATE 6-26-89
RECORDED VOL 10946 PAGE 109
JOSEPH W. TESTA
RECORDER
FRANKLIN COUNTY, OHIO

JUN 14 1991

JOSEPH W. TESTA, RECORDER

RECORDERS FEE 14.00

EXHIBIT A

Situated in the State of Ohio, County of Franklin, Township of Plain and City of Columbus, and bounded and described as follows:

Being a part of the Third Quarter of Township 2, North, Range 16, West, United States Military Lands and being a part of a 130.155 acre tract of land conveyed to The New Albany Company by deed of record in Official Record 12773C98, all references to the Recorder's Office, Franklin County, Ohio and being more particularly described as follows:

Section Number 1

Commencing at a point in the centerline of Harlem Road, said point being in the northeast corner of said 130.155 acre tract; thence, North 69°44'03" West along the north line of said 130.155 acre tract a distance of 20.53 feet to a point on the westerly right-of-way line of said Harlem Road, said point being the true point of beginning of the herein described easement;

thence, South 12°44'03" East along the westerly right-of-way line a distance of 51.19 feet to a point in the north line of a 1.00 acre tract of land owned by The New Albany Company by deed of record in Official Record 12773F17;

thence, North 89°44'03" West along the north line of said 1.00 acre tract a distance of 20.53 feet to a point;

thence, North 12°44'03" West parallel with the westerly right-of-way line of said Harlem Road a distance of 51.19 feet to a point on the north line of said 130.155 acre tract;

thence, South 89°44'03" East along the north line of said 130.155 acre tract a distance of 20.53 feet to the point of beginning;

It is understood that the easement described above contains 0.024 acre, more or less.

Section Number 2

Commencing at a point in the centerline of Harlem Road, said point being in the southeast corner of The New Albany Company 130.155 acre tract of land; thence, North 88°36'53" West along the south line of said 130.155 acre tract a distance of 20.57 feet to a point in the westerly right-of-way line of said Harlem Road, said point being the true point of beginning of the herein described easement;

thence, North 88°36'53" West along the south line of said 130.155 acre tract a distance of 20.57 feet to a point;

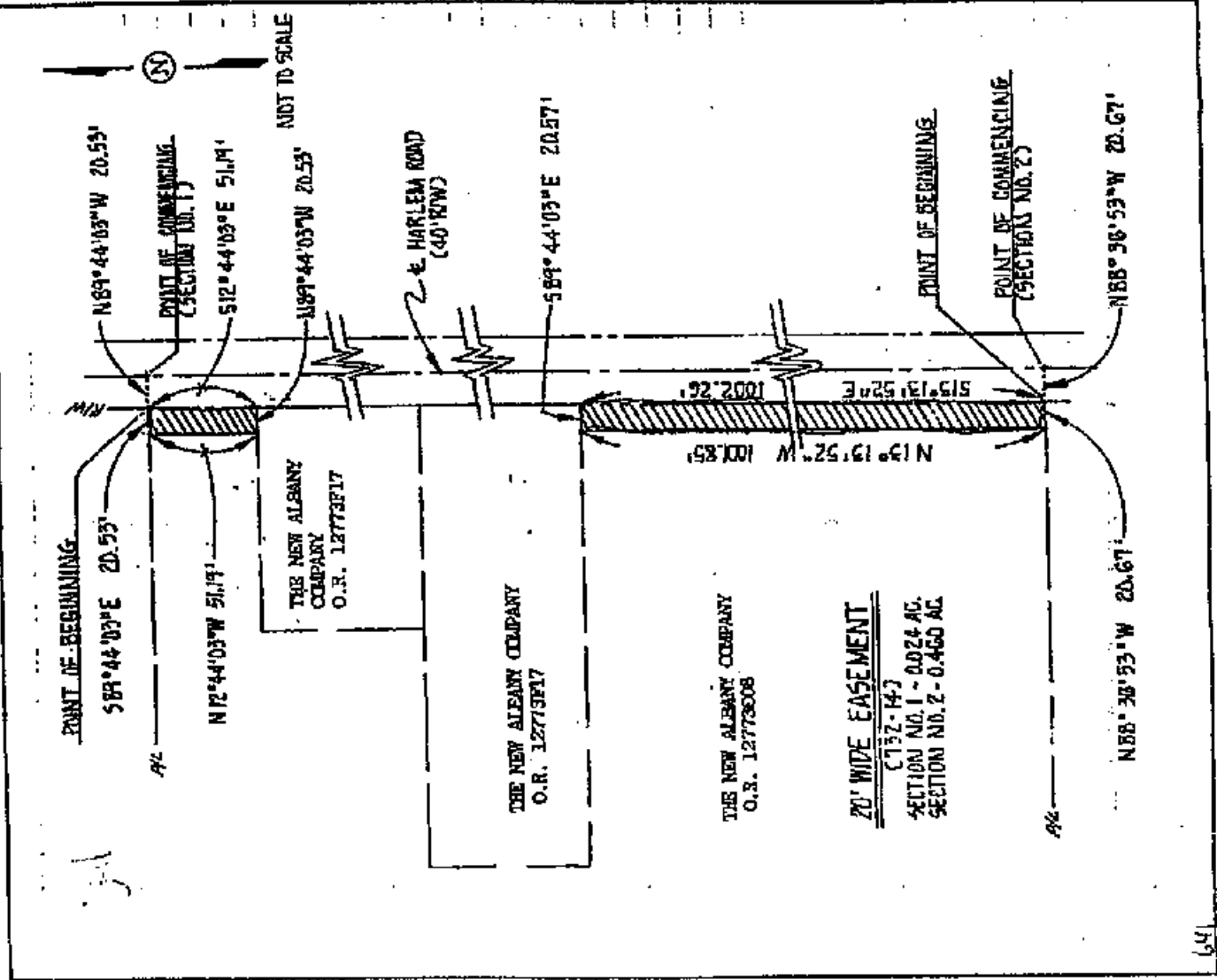
thence, North 13°13'52" West parallel with the westerly right-of-way line a distance of 1001.85 to a point in the south line of a 3.00 acre tract of land owned by The New Albany Company by deed of record in Official Record 12773F17;

thence, South 89°44'03" East along the south line of said 3.00 acre tract a distance of 20.57 feet to a point on the said westerly right-of-way line;

thence, South 13°13'52" East along the westerly right-of-way line of said Harlem Road a distance of 1002.26 feet to the point of beginning.

BODSON-JINDLOM ASSOCIATES, INC.
 Consulting Engineers
 170 North High Street
 COLUMBUS, OHIO 43215
 (614) 224-1251

DATE OF SHEET NO. _____
 CALCULATED BY: _____ DATE: **1712102**
 CHECKED BY: _____ DATE: **1712102**
 SCALE: **AS SHOWN**



Situated in the State of Ohio, County of Franklin, Plain Local School District, being located in Section 11, Quarter Township 1 and Quarter Township 4, Township 2, Range 16, United States Military Lands and being comprised of the following parcel numbers and acreages

<u>PARCEL NO.</u>	<u>ACREAGE</u>	<u>PREVIOUS PARCEL NO.</u>
220-837	78.040	
220-909		
220-521	54.747	
220-1767		
220-546	4.496	
220-360	6.551	
220-219	4.080	
220-403	1.553	
220-492	1.442	
220-361	4.788	
220-215	3.800	
220-663	5.265	
220-1791	5.479	
220-301		
220-300		
220-278	15.167	
222-494	6.496	
222-873	5.993	
220-330	5.390	
220-1871	3.951	220-1290
220-50		
220-2063	3.875	
222-315	97.697	
222-403	121.347	
222-333	40.608	
222-315	79.220	
222-770	96.137	
222-334	29.430	
222-55	71.743	
222-316		
222-291	105.411	
222-590	40.000	
222-660	62.228	
222-553	11.343	
222-312	5.000	
220-796	1.289	
222-257	2.475	
222-239	43.525	
222-237	45.352	
222-238	18.478	
222-852	4.091	
222-831	3.268	
222-419	18.338	
222-729		
222-103	15.506	
220-471	60.000	
220-30	77.040	
222-789	1.416	

Continued.....

AREA NUMBER 2, 1766 ACRES

21466E04

- Page 2 -

<u>PARCEL NO.</u>	<u>ACREAGE</u>
222-844	1.091
220-1020	24.642
220-1024	13.675
222-849	1.091
220-108	54.243
220-1083	7.295
220-776	1.335
222-534	0.576
222-425	9.795
220-797	2.400
222-827	1.290
222-225	0.561
220-823	7.004
220-120	105.659
222-872	1.901
222-851	1.901
222-802	0.532
222-723	0.525
222-839	1.807
222-925	0.596
222-571 & 222-531	1.145
222-546	0.593
222-873	1.091
220-607	8.110
222-882	1.026
222-575	0.579
220-366	14.365
220-191	12.811
222-755	0.579
222-240	3.993
222-680 & 222-402	4.873
220-434	3.000
222-653	1.002
222-625	1.002
222-652	1.002
220-1608	87.882
220-423	3.338
220-171	5.056
222-641	1.004
222-869	1.123
222-848	0.923
222-425	6.000
222-830	1.309
220-298	5.009
220-2091	
222-573	1.771
220-857	33.500
220-365	
222-828, 222-824 & 222-825	17.463

Continued.....

222-843	1.090	
222-677	0.595	
222-19	0.809	
222-629	1.503	
222-790	1.097	
220-1592	4.080	
222-791	1.110	
220-1592	25.686	220-2083 & 220-2082
220-2082		
220-2081		
222-636	0.595	
222-425	7.984	

and being more particularly described as follows:

Beginning at the point of intersection of the centerline of Morse Road with the centerline of Kitzmiller Road, being at the southwestern corner of parcel No. 220-360;

thence northeasterly along the centerline of said Kitzmiller Road, a distance of 309.2 feet to a point at the southeasterly corner of parcel No. 220-219;

thence westerly, along the southerly line of said parcel No. 220-219, a distance of 456.5 feet to a point in the easterly line of parcel No. 220-361;

thence southerly, along the easterly line of said parcel No. 220-361, a distance of 300.0 feet to a point in the centerline of Morse Road;

thence westerly, along the centerline of said Morse Road, a distance of 223.8 feet to a point;

thence northerly, along the westerly line of said parcel No. 220-361, a distance of 544.5 feet to a point in a southerly line of parcel No. 220-215;

thence westerly, along a southerly line of said parcel No. 220-215, a distance of 80.0 feet to a point;

thence southerly, along the easterly line of said parcel No. 220-215, a distance of 544.5 feet to a point in the centerline of Morse Road;

thence westerly, along the centerline of Morse Road, a distance of 1265.5 feet to a point;

thence northerly, a distance of 30.0 feet to a point in the northerly right-of-way line of said Morse Road;

Continued.....

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thence westerly, along said right-of-way, a distance of 23.0 feet to a point in the easterly right-of-way line of Reynoldsburg-New Albany Road;

thence northerly along the easterly right-of-way line of said road, being the westerly line of parcel No. 220-278, a distance of 1023.3 feet to a point at the northwesterly corner of said Parcel No. 220-278;

thence easterly, a distance of 5.0 feet to a point;

thence northwesterly, continuing along the easterly right-of-way line of said Reynoldsburg-New Albany Road, a distance of 2592.60 feet to a point in the southerly line of parcel No. 222-755.

thence westerly, a distance of 15.1 feet to a point;

thence northerly, continuing along the easterly right-of-way line of said Reynoldsburg-New Albany Road, a distance of 1022.0 feet to a point at the northwesterly corner of parcel No. 222-534;

thence easterly, along the northerly line of said parcel No. 222-534, a distance of 240.4 feet to a point in the westerly line of parcel No. 222-403;

thence northerly, along the westerly line of said parcel No. 222-403, a distance of 216.0 feet to a point in the southerly line of parcel No. 222-333;

thence westerly, along the southerly line of said parcel No. 222-333, a distance of 231.1 feet to a point in the easterly right-of-way line of Reynoldsburg-New Albany Road;

thence northerly, along the easterly right-of-way line of said road, a distance of 725.7 feet to a point at the northwesterly corner of parcel No. 222-839;

thence easterly, along the northerly line of said parcel No. 222-839, a distance of 265.8 feet to a point in the westerly line of parcel No. 222-333;

thence along the westerly, southerly and northerly lines of said parcel 222-333, the following courses and distances:

northerly, a distance of 150.1 feet to a point;

Continued.....

westerly, a distance of 265.6 feet to a point in the easterly right-of-way line of Reynoldsburg-New Albany Road;

northerly, along said right-of-way line, a distance of 60.0 feet to a point;

easterly, a distance of 265.6 feet to a point, and

northerly, a distance of 150.0 feet to a point in the southerly line of parcel No. 222-334;

thence along the southerly, westerly and northerly lines of said parcel No. 222-334, the following courses and distances:

westerly, a distance of 265.4 feet to a point in the easterly right-of-way line of Reynoldsburg-New Albany Road;

northerly, along said right-of-way line, a distance of 619.2 feet;

easterly, a distance of 620.0 feet to a point;

northerly, a distance of 325.0 feet to a point;

easterly, a distance of 186.0 feet to a point in the westerly line of parcel No. 222-55 and 222-316;

thence northerly, along the westerly line of said parcels No. 222-55 and 222-316, a distance of 1946.3 feet to a point at the southeasterly corner of parcel No. 222-312;

thence westerly, along the southerly line of parcel No. 222-312, a distance of 604.6 feet to a point in the easterly right-of-way line of Reynoldsburg-New Albany Road;

thence northerly, along said right-of-way line, a distance of 358.0 feet to a point;

thence easterly, along the northerly line of said parcel No. 222-312, a distance of 553.5 feet to a point in the westerly line of parcels No. 222-55 and 222-316;

thence northerly along the westerly line of said parcels No. 222-55 and 222-316, a distance of 851.9 feet to a point at the southeasterly corner of parcel No. 222-225;

thence westerly, along the southerly line of said parcel No. 222-225, a distance of 87.5 feet to a point;

Continued.....

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thence northerly, along the westerly line of said parcel No. 222-225, a distance of 278.4 feet to a point in the centerline of State Route 161 (Dublin-Granville Road);

thence easterly along the centerline of said road, a distance of 393.4 feet to a point;

thence southerly, a distance of 276.9 feet to a point;

thence easterly, a distance of 194.1 feet to a point;

thence northerly, a distance of 276.9 feet to a point in the centerline of State Route 161 (Dublin-Granville Road);

thence easterly along the centerline of said road, a distance of 447.7 feet to a point in the westerly line of parcel No. 222-240;

thence northerly, along the westerly line of said parcel No. 222-240 and parcel No. 222-237, a distance of 1093.1 feet to a point at the southeasterly corner of parcel No. 222-19;

thence westerly, along the southerly line of said parcel No. 222-19, a distance of 413.9 feet to a point in the centerline of U.S. Route 62 (Johnstown Road);

thence northeasterly, along the centerline of said road, a distance of 155.7 feet to a point;

thence easterly, along the northerly line of said parcel No. 222-19, a distance of 320.8 feet to a point in the westerly line of parcel No. 222-237;

thence northerly, along the westerly line of said parcel No. 222-237, a distance of 416.3 feet to a point;

thence easterly, along a northerly line of said parcel No. 222-237, a distance of 743.4 feet to a point;

thence northeasterly, along a northwesterly line of said parcel No. 222-237, a distance of 179.1 feet to a point in the southerly line of parcel No. 222-238;

thence along the southerly, westerly and northerly lines of said parcel No. 222-238, the following courses and distances:

westerly, a distance of 720.1 feet to a point;

northeasterly, a distance of 609.1 feet to a point;

northeasterly, a distance of 525.0 feet to a point; and

southeasterly, a distance of 1392.0 feet to a point at the northeasterly corner of parcel No. 222-237;

Continued.....

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thence southeasterly, along the northeasterly line of said parcel No. 222-237, a distance of 680.8 feet to a point at a northwesterly corner of parcel No. 222-103;

thence southeasterly, along the northeasterly line of said parcel No. 222-103, a distance of 1627.6 feet to a point;

thence southerly, a distance of 42.2 feet to a point;

thence westerly, a distance of 90.0 feet to a point;

thence southerly, a distance of 60.8 feet to a point in the centerline of State Route 161 (Dublin-Granville Road);

thence easterly, along the centerline of said road, a distance of 1576.4 feet to a point at the southwesterly corner of parcel No. 220-108;

thence northerly, along the westerly line of said parcel No. 220-108, a distance of 1715.2 feet to a point in the southerly line of parcel No. 220-171;

thence westerly, along the southerly line of said parcel No. 220-171, a distance of 895.1 feet to a point in the centerline of Kitzmiller Road;

thence northeasterly, along the centerline of said road, a distance of 260.6 feet to a point;

thence easterly, along the northerly line of said parcel No. 220-171, a distance of 1002.1 feet to a point in Blacklick Creek, being in the westerly line of parcel No. 220-1608;

thence northeasterly, along the meanderings of said Blacklick Creek, a distance of 1442.6 feet to a point at the southeasterly corner of parcel No. 220-1592;

thence westerly, along the southerly line of said parcel No. 220-1592, a distance of 475.8 feet to a point in the centerline of Kitzmiller Road;

thence northeasterly, along the centerline of said road, a distance of 139.5 feet to a point at the southeasterly corner of parcel No. 222-680;

thence northwesterly, along the southerly line of said parcel No. 222-680, a distance of 442.1 feet to a point;

Continued.....

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thence northeasterly along the westerly line of said parcel No. 222-680, a distance of 110.0 feet to a point in the southerly line of parcel No. 222-425;

thence westerly along the southerly line of said parcel No. 222-425, a distance of 509.3 feet to a point;

thence northerly, along the westerly line of said parcel No. 222-425, a distance of 1225.6 feet;

thence easterly, along the northerly line of said parcel No. 222-425, a distance of 189.2 feet to a point in the westerly line of parcel No. 222-425;

thence along the westerly, northerly and easterly line of said parcel No. 222-425, the following courses and distances:

northerly, a distance of 136.6 feet to a point;

easterly, a distance of 160.0 feet to a point;

northerly, a distance of 602.9 feet to a point;

northeasterly, a distance of 302.0 feet to a point;

southerly, a distance of 463.8 feet to a point;

easterly, a distance of 161.8 feet to a point; and

southerly, a distance of 1140.4 feet to a point in the northerly line of parcel No. 222-680;

thence easterly, along the northerly line of said parcel No. 222-680, a distance of 393.9 feet to a point in the centerline of Kitzmiller Road;

thence southwesterly, along the centerline of said Kitzmiller Road, a distance of 407.5 feet to a point at the northwesterly corner of parcel No. 220-1592;

thence easterly along the northerly line of said parcel No. 220-1592, a distance of 508.5 feet to a point in Blacklick Creek, being at the southwesterly corner of parcel No. 220-2081;

thence northeasterly along the meanderings of said Blacklick Creek, a distance of 1396.8 feet to a point at the northwesterly corner of parcel No. 220-191;

thence easterly, along the northerly line of said parcel No. 220-191, a distance of 367.0 feet to a point at the southwesterly corner of parcel No. 220-365;

Continued.....

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thence along the westerly, northerly and easterly lines of said parcel No. 220-365, the following courses and distances:

northerly, a distance of 793.9 feet to a point;

westerly, a distance of 136.1 feet to a point;

northwesterly, a distance of 245 .0 feet to a point;

easterly, a distance of 93.4 feet to a point;

northerly, a distance of 382.0 feet to a point;

easterly, a distance of 166.0 feet to a point;

southerly, a distance of 390.5 feet to a point;

easterly, a distance of 763.0 feet to a point;

southerly, a distance of 214.5 feet to a point; and

easterly, a distance of 676.2 feet to a point at the northeasterly corner of said parcel No. 220-365;

thence southerly, along the easterly line of said parcel No. 220-365, also parcels No. 220-191, 220-366 and 220-2081, a distance of 2037.1 feet to a point at the northwesterly corner of parcel No. 220-120;

thence easterly, along the northerly line of said parcel No. 220-120, a distance of 1352.0 feet to a point;

thence southerly, along the easterly line of said parcel No. 220-120, a distance of 847.2 feet to a point at the northwesterly corner of parcel No. 220-30;

thence easterly, along the northerly line of said parcel No. 220-30, a distance of 1346.8 feet to a point;

thence southerly, along the easterly line of said parcel No. 220-30, a distance of 2544.8 feet to a point in the centerline of State Route 161 (Dublin-Granville Road);

thence westerly, along the centerline of said State Route 161, a distance of 2711.4 feet to a point at the southwesterly corner of parcel No. 220-120;

thence northerly along the westerly line of said parcel No. 220-120, a distance of 1713.3 feet to a point at the southeasterly corner of parcel No. 220-1608;

thence westerly along the southerly line of said parcel No. 220-1608, a distance of 1381.2 feet to a point at the northeasterly corner of parcel No. 220-108;

Continued.....

thence southerly, along the easterly line of said parcel No. 220-108, a distance of 1712.3 feet to a point in the centerline of State Route 161 (Dublin-Granville Road);

thence westerly along the centerline of said State Route 161, a distance of 712.0 feet to a point at the northeasterly corner of parcel No. 220-823;

thence along the easterly, southerly and westerly lines of said parcel No. 220-823, the following courses and distances:

southerly, a distance of 1339.1 feet to a point;

easterly, a distance of 396.6 feet to a point;

southerly, a distance of 1181.2 feet to a point;

westerly, a distance of 302.1 feet to a point;

northerly, a distance of 538.5 feet to a point;

easterly, a distance of 240.3 feet to a point;

northerly, a distance of 581.7 feet to a point;

westerly, a distance of 396.4 feet to a point;

northerly, a distance of 1399.9 feet to a point in the centerline of State Route 161 (Dublin-Granville Road);

thence westerly, along the centerline of said State Route 161, a distance of 493.2 feet to a point at the northeasterly corner of parcel No. 220-1024;

thence southerly along the meanderings of Blacklick Creek, a distance of 2384.9 feet to a point at the southwestwesterly corner of said parcel No. 220-1024;

thence northerly, along the westerly line of said parcel No. 220-1024, a distance of 449.1 feet to a point at the southeastwesterly corner of parcel No. 220-471;

thence westerly along the southerly line of said parcel No. 220-471, a distance of 1732.5 feet to a point in the centerline of Kitzmiller Road;

thence northerly, along the centerline of said road, a distance of 104.8 feet to a point at the southeasterly corner of parcel No. 220-831;

Continued.....

thence westerly, along the southerly line of said parcel No. 220-831, a distance of 953.0 feet to a point in the easterly line of parcel No. 220-660;

thence southerly along the easterly line of said parcel No. 220-660, a distance of 230.8 feet to a point at the northwesterly corner of parcel No. 222-729;

thence easterly, along the northerly line of said parcel No. 222-729, a distance of 943.8 feet to a point in the centerline of Kitzmiller Road;

thence southerly, along the centerline of said road, a distance of 1100.3 feet to a point in a southerly line of parcel No. 222-580;

thence westerly along said southerly line, a distance of 252.5 feet to a point;

thence southerly, along the easterly line of said Parcel No. 222-580, a distance of 153.5 feet to a point in the northerly line of parcel No. 222-625;

thence easterly, along the northerly line of said parcel No. 222-625, a distance of 252.1 feet to a point in the centerline of Kitzmiller Road;

thence southwesteasterly, along the centerline of said road, a distance of 1778.7 feet to a point at the southeasterly corner of parcel No. 222-553;

thence westerly along the southerly line of said parcel No. 222-553, a distance of 113.1 feet to a point;

thence northerly along the westerly line of said parcel No. 222-553, a distance of 125.0 feet to a point in a southerly line of parcel No. 222-770;

thence westerly along a southerly line of said parcel No. 222-770, a distance of 220.0 feet to a point;

thence southerly, along an easterly line of said parcel No. 222-770, a distance of 130.0 feet to a point at the northwesterly corner of parcel No. 222-869;

thence southeasterly, along the northerly line of said parcel No. 222-869, a distance of 373.3 feet to a point in the centerline of Kitzmiller Road;

Continued.....

thence southwesterly along the centerline of said Kitzmiller Road, a distance of 363.2 feet to a point in a southerly line of parcel No. 222-770;

thence northwesterly, along a southerly line of said parcel No. 222-770, a distance of 260.0 feet to a point;

thence southerly along an easterly line of said parcel No. 222-770, a distance of 202.1 feet to a point in the northerly line of parcel No. 222-315;

thence easterly along the northerly line of said parcel No. 222-315, a distance of 262.6 feet to a point in the centerline of Kitzmiller Road;

thence southwesterly along the centerline of said Kitzmiller Road, a distance of 428.4 feet to a point at the northwesterly corner of parcel No. 220-1020;

thence easterly, along the northerly line of said parcel No. 220-1020, a distance of 1647.1 feet to a point in Blacklick Creek;

thence southwesterly, along the meanderings of said Blacklick Creek, a distance of 1823.4 feet to a point at the northeasterly corner of parcels No. 220-279 and 220-2062;

thence southerly, along the easterly line of said parcel No. 220-279 and No. 220-2062, a distance of 408.4 feet to a point in Blacklick Creek;

thence southwesterly, along the meanderings of said Blacklick Creek, a distance of 1392.9 feet to a point in the northerly line of parcel No. 220-546;

thence easterly, along the northerly line of said parcel No. 220-546, a distance of 436.6 feet to a point in the centerline of Avis Road;

thence northerly, along the centerline of said Avis Road, a distance of 44.8 feet to a point at the northwesterly corner of parcels No. 220-521 and 220-1767;

thence along the northerly, easterly and southerly lines of said parcels No. 220-521 and 220-1767, the following courses and distances:

easterly, a distance of 989.5 feet to a point;

northerly, a distance of 361.5 feet to a point;

Continued.....

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easterly, a distance of 1901.8 feet to a point;
southerly, a distance of 1032.0 feet to a point;
westerly, a distance of 746.0 feet to a point at the
northeasterly corner of parcel No. 220-909;

thence along the easterly, southerly and westerly lines of
said parcel No. 220-909 the following courses and distances:

southerly, a distance of 1726.2 feet to a point in the
centerline of Morse Road;

westerly, along the centerline of Morse Road a distance of
901.6 feet;

northerly, a distance of 726.0 feet to a point;

westerly, a distance of 300.0 feet to a point;

southerly, a distance of 686.0 feet to a point in the
northerly right-of-way line of Morse Road;

westerly, along said northerly right-of-way line a distance
of 922.7 feet to a point in the easterly right-of-way line of
Avis Road; and

northerly, a distance of 1683.9 feet to a point at the
northwesterly corner of said parcel no. 220-909;

thence easterly, along the northerly line of said parcel
no. 220-909, a distance of 234.0 feet to a point at the
southwesterly corner of parcel No. 220-521 and 230-1767;

thence along the westerly, southerly and northerly lines of
said parcels No. 220-521 and 230-1767 the following courses and
distances:

northerly, a distance of 165.5 feet to a point;

westerly, a distance of 263.9 feet to a point in the
centerline of Avis Road;

northerly, along the centerline of said road a distance of
60.0 feet to a point;

easterly, a distance of 967.9 feet to a point;

northerly, a distance of 165.5 feet to a point; and,

Continued.....

westerly, a distance of 968.0 feet to a point in the centerline of Avis Road;

thence southerly, along the centerline of said road, a distance of 158.1 feet to a point at the southeasterly corner of parcel No. 220-546;

thence westerly, along the southerly line of said parcel No. 220-546, a distance of 629.7 feet to a point in Blacklick Creek;

thence southeasterly along the meanderings of said Blacklick Creek a distance of 302.6 feet to a point in the southerly line of parcels No. 220-279 and 220-2062;

thence westerly along the southerly line of said parcels No. 220-279 and 220-2062, a distance of 57.0 feet to a point at the northeasterly corner of parcel No. 220-1083;

thence southwesterly along the easterly line of said parcel No. 220-1083, a distance of 704.2 feet to a point at the northeasterly corner of parcel No. 220-796;

thence southwesterly, along the easterly line of said parcel No. 220-796, a distance of 105.0 feet to a point at the northeasterly corner of parcel No. 220-797;

thence southwesterly, along the easterly line of said parcel No. 220-797, a distance of 199.7 feet to a point at the northeasterly corner of parcel No. 220-360;

thence southwesterly along the easterly line of said parcel No. 220-360, a distance of 55.2 feet to a point;

thence southeasterly along a northerly line of said parcel No. 220-360, a distance of 85.0 feet to a point in Blacklick Creek;

thence southwesterly along the meanderings of said Blacklick Creek, a distance of 1075.8 feet to a point in the centerline of Horse Road;

thence westerly along the centerline of said road, a distance of 75.0 feet to the place of beginning and containing 1751.0 acres of land more or less, 883.5 acres in Village of New Albany and 867.5 acres in Plain Township.

The above described parcels have within their boundaries New Albany Farms Section 1.

Situated in the State of Ohio, County of Franklin, Plain Local School District, being located in Quarter Township 3, Township 2, Range 16, United States Military Lands and being comprised of the following parcel numbers and acreages: parcels No. 220-893 and 222-340, 42.973 acres; parcel No. 222-399, 14.899 acres; and 222-386, 23.00 acres and being more particularly described as follows:

Beginning at a point in the centerline of Harlem Road at the southeasterly corner of parcel No. 220-893;

thence westerly along a southerly line of said parcel No. 220-893, a distance of 638.7 feet to a point;

thence southerly, a distance of 160.0 feet to a point;

thence westerly, continuing along a southerly line of said parcel No. 220-893, a distance of 1343.4 feet to a point at the southwesterly corner of said parcel no. 220-893;

thence northerly along the westerly line of said parcel No. 220-893, a distance of 1161.4 feet to a point in the northwesterly corner of said parcel No. 220-893;

thence easterly along a northerly line of said parcel No. 220-893, a distance of 1152.5 feet to a point;

thence southerly, a distance of 362.5 feet to a point;

thence easterly, continuing along a northerly line of said parcel No. 220-893, a distance of 659.6 feet to a point in the centerline of Harlem Road;

thence northwesterly along the centerline of said road, a distance of 124.7 feet to a point at the northwesterly corner of parcel No. 222-399;

thence easterly along the northerly line of said parcel No. 222-399, a distance of 1439.2 feet to a point at the northeasterly corner of said parcel No. 222-399;

thence southerly along the easterly line of said parcel No. 222-399, and parcel No. 222-386, a distance of 1758.4 feet to a point in the centerline of State Route 161 (Dublin-Granville Road);

thence westerly, along the centerline of said road, a distance of 690.7 feet to a point;

thence northerly, along the westerly line of said parcel No. 222-386, a distance of 1383.5 feet to a point in the southerly line of parcel No. 222-399;

Continued.....

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thence westerly, along the southerly line of parcel No. 222-399, a distance of 515.3 feet to a point in the centerline of Harlem Road;

thence southeasterly, along the centerline of said road, a distance of 419.8 feet to the place of beginning, containing 80.872 acres, more or less, 38.730 acres in Village of New Albany and 42.142 acres in Plain Township.

AREA NO. 4
33.0± ACRES

21466E19

Situated in the State of Ohio, County of Franklin, Plain Local School District, being located in Quarter Township 3 and 4, Township 2, Range 16, United States Military Lands and being comprised of the following parcel numbers and acreages:

PARCEL NO.	ACREAGE
222-97	2.556
222-130	
222-61	4.122
222-90	0.670
222-285	4.217
222-169	14.379
222-215	
222-000040	1.233
222-000102	
222-000107	
222-31	0.676
222-82	
222-65	0.172
222-32	0.231
222-122	
222-243	
222-64	0.115
222-111	0.666
222-165	
222-177	
222-170	
222-79	0.168
222-282	0.514
222-235	
222-5	0.833
222-244	1.250
222-164	0.172
222-203	0.551

and being more particularly described as follows:

Beginning at a point in the centerline of State Route 161 (Dublin-Granville Road) at the northwesterly corner of parcel No. 222-107;

thence southeasterly along the centerline of said road, a distance of 587.1 feet to a point at the northeasterly corner of parcel No. 222-130;

thence southerly along the easterly line of said parcel No. 222-130, a distance of 272.8 feet to a point;

thence westerly along the southerly line of said parcel No. 222-30, a distance of 268.1 feet to a point in the easterly right-of-way line of Reynoldsburg-New Albany Road;

Continued.....

thence northerly along said right-of-way line, a distance of 324.8 feet to a point in the southerly right-of-way line of State Route 161 (Dublin-Granville Road);

thence northwesterly along said right-of-way line, a distance of 77.6 feet to a point in the westerly right-of-way line of Reynoldsburg-New Albany Road;

thence southerly, along said right-of-way line, a distance of 563.6 feet to a point;

thence westerly, along the southerly line of Parcels No. 222-164 and 222-170, a distance of 216.0 feet to a point;

thence northerly along the westerly line of said parcel No. 222-170, a distance of 50.4 feet to a point;

thence westerly, along the southerly line of parcel No. 222-170, a distance of 260.3 feet to a point at the northeasterly corner of parcel No. 2220215;

thence southerly, along the easterly line of said parcel No. 222-215, a distance of 887.8 feet to a point;

thence westerly, along the southerly line of said parcel No. 222-215, a distance of 421.6 feet to a point at the northeasterly corner of parcel No. 222-285;

thence southerly, along the easterly line of said parcel No. 222-285, a distance of 269.8 feet to a point;

thence westerly along the southerly line of said parcel No. 222-285, a distance of 626.6 feet to a point;

thence northerly, along a westerly line of said parcel No. 222-285, a distance of 109.6 feet to a point;

thence westerly, along the southerly line of said parcel No. 222-285, a distance of 447.0 feet to a point in the centerline of U.S. Route 62 (Johnstown Road);

thence northeasterly along the centerline of said road, a distance of 100.0 feet to a point;

thence easterly, along the northerly line of parcel No. 222-285, a distance of 612.2 feet to a point;

thence northerly, along a westerly line of said parcel No. 222-285, a distance of 75.2 feet to a point in the southerly line of parcel No. 222-215;

Continued.....

thence westerly, along the southerly line of parcel No. 222-215, a distance of 213.5 feet to a point;

thence northeasterly, along the westerly line of parcel No. 222-215, a distance of 834.8 feet to a point at the southeasterly corner of parcel No. 222-201;

thence northwesterly along the southerly line of parcel No. 222-203, a distance of 200.0 feet to a point in the easterly right-of-way line of U.S. Route 62 (Johnstown Road);

thence northeasterly, along said right-of-way line, a distance of 100.0 feet to a point;

thence southeasterly along the northerly line of parcel No. 222-203, a distance of 180.4 feet to a point in the westerly line of parcel No. 222-215;

thence northeasterly, along the westerly line of parcel No. 222-215, a distance of 180.8 feet to a point;

thence easterly, along the northerly line of parcel No. 222-215, a distance of 49.4 feet to a point in the westerly line of parcel No. 222-61;

thence northeasterly along the westerly line of said parcel No. 222-261, a distance of 96.1 feet to a point;

thence northwesterly, along the southerly line of parcel No. 222-261, a distance of 190.0 feet to a point in the centerline of U.S. Route 62 (Johnstown Road);

thence southwestwardly, along the centerline of said road, a distance of 41.0 feet to a point at the southeasterly corner of parcel No. 222-235;

thence northwesterly, along the southerly line of parcel No. 222-235, a distance of 171.0 feet to a point;

thence northeasterly, along the westerly line of parcel No. 222-235, a distance of 101.0 feet to a point;

thence southeasterly, along the northerly line of parcel No. 222-235, a distance of 221.3 feet to a point in the centerline of U.S. Route 62 (Johnstown Road);

thence northeasterly along the centerline of said road, a distance of 108.9 feet to a point at the southeasterly corner of parcel No. 222-79;

thence northwesterly, along the westerly line of parcel No. 222-79, a distance of 155.1 feet to a point;

Continued.....

- Page 4 -

thence northeasterly, along the northerly line of parcel No. 222-79, a distance of 55.0 feet to a point in the westerly line of parcel No. 222-90;

thence northwesterly, along the westerly line of parcel No. 222-90, a distance of 119.9 feet to a point;

thence southeasterly, along the northerly line of said parcel No. 222-90, a distance of 306.3 feet to a point in the centerline of U.S. Route 62 (Johnstown Road);

thence northeasterly, along the centerline of said road, a distance of 115.2 feet to a point at the northwesterly corner of parcel No. 222-5;

thence southeasterly along the northerly line of said parcel No. 222-5, a distance of 232.2 feet to a point;

thence southerly along the easterly line of parcel No. 222-5 and parcel No. 222-244, a distance of 208.1 feet to a point;

thence easterly along the northerly line of parcel No. 222-82, a distance of 132.0 feet to a point;

thence northerly along the westerly line of parcel No. 222-82 and parcel No. 222-107, a distance of 362.7 feet to the place of beginning, containing 33.0 acres of land, more or less.

INDIVIDUAL PARCELS

214666F03

37.481 ACRES

Situated in the State of Ohio, County of Franklin, Plain Local School District, Blendon Township, being located in Quarter Township 4, Township 2, Range 17, United States Military Lands and being all of parcels No. 545-162392 and 545-162383 and being more particularly described as follows:

Beginning at a point in the centerline of Vlry Road in the southwest corner of said parcels:

thence northerly along the centerline of said road, a distance of 475.4 feet to a point;

thence along the northerly, easterly and southerly lines of said parcels, the following courses and distances:

easterly, a distance of 255.0 feet to a point;

northerly, a distance of 100.0 feet to a point;

easterly, a distance of 181.0 feet to a point;

northerly, a distance of 740.7 feet to a point;

easterly, a distance of 968.8 feet to a point;

southerly, a distance of 1419.1 feet to a point;

westerly, a distance of 1169.4 feet to a point;

northerly, a distance of 125.0 feet to a point;

westerly, a distance of 230.0 feet to the place of beginning, containing 37.481 acres of land, more or less.

2.878 ACRES

Situated in the State of Ohio, County of Franklin, Plain Local School District, being located in Quarter Township 3, Township 2, Range 16, United States Military Lands and being all of parcel No. 222-479 and being more particularly described as follows:

Beginning at a point in the centerline of Thompson Road at the southwest corner of said parcel;

thence northeasterly, along the westerly line of said parcel, a distance of 504.4 feet to a point;

thence easterly, along the northerly line of said parcel, a distance of 180.8 feet to a point;

Continued.....

INDIVIDUAL PARCELS

21466F04

- Page 2 -

thence southerly, along the easterly line of said parcel, a distance of 595.7 feet to a point in the centerline of Thompson Road;

thence westerly, along the centerline of said road, a distance of 303.9 feet to the place of beginning, containing 2.878 acres of land, more or less.

7.030 ACRES

Situated in the State of Ohio, County of Franklin, Plain Local School District, being located in Quarter Township 3, Township 2, Range 16, United States Military Lands and being all of parcels No. 222-463 and 222-487 and being more particularly described as follows:

Beginning at a point in the centerline of State Route 161 (Dublin-Granville Road) at the northwesterly corner of said parcel;

thence along the centerline of said road, a distance of 174.6 feet to a point;

thence southerly along the easterly line of said parcel, a distance of 1164.0 feet to a point;

thence easterly, along a northerly line of said parcel, a distance of 339.8 feet to a point;

thence southerly, along the easterly line of said parcel, a distance of 163.1 feet to a point;

thence westerly, along the southerly line of said parcel, a distance of 682.6 feet to a point;

thence northerly, along the westerly line of said parcel, a distance of 163.1 feet to a point;

thence easterly, along a northerly line of said parcel, a distance of 173.0 feet to a point;

thence northerly, along the westerly line of said parcel, a distance of 1125.0 feet to the place of beginning, containing 7.030 acres of land, more or less.

Continued.....

INDIVIDUAL PARCELS

21466F05

- Page 3 -

1.945 ACRES

Situated in the State of Ohio, County of Franklin, Plain Local School District, being located in Section 12, Quarter Township 1, Township 2, Range 16, United States Military Lands and being all of parcel No. 222-816 and being more particularly described as follows:

Beginning at a point in the centerline of U.S. Route 62 (Johnstown Road) at the southwesterly corner of said parcel;

thence northeasterly along the centerline of said road, a distance of 569.5 feet to a point;

thence southerly, along the easterly line of said parcel, a distance of 352.6 feet to a point;

thence westerly, along the southerly line of said parcel, a distance of 463.3 feet to the place of beginning, containing 1.945 acres of land, more or less.

5.221 ACRES

Situated in the State of Ohio, County of Franklin, Plain Local School District, being located in Quarter Township 4, Township 2, Range 16, United States Military Lands and being all of parcels No. 220-210 and 220-1953 and being more particularly described as follows:

Beginning at a point in the northerly right-of-way line of State Route 161 (Dublin-Granville Road) at the southeasterly corner of said parcel;

thence northeasterly, along said northerly right-of-way line, a distance of 666.8 feet to a point in the easterly right-of-way line of Kitzmiller Road;

thence northerly, along said right-of-way line, a distance of 230.5 feet to a point;

thence easterly, along the northerly line of said parcel, a distance of 754.3 feet to a point;

thence southerly, along the easterly line of said parcel, a distance of 453.3 feet to the place of beginning, containing 5.221 acres of land, more or less.

Continued.....

INDIVIDUAL PARCELS

214666F06

- Page 4 -

24.098 ACRES

Situated in the State of Ohio, County of Franklin, Plain Local School District, being located in Quarter Township 4, Township 2, Range 16, United States Military Lands and being 24.098 acres of Parcel No. 222-103, and being more particularly described as follows:

Beginning at a point in the centerline of Kitzmiller Road at the northeasterly corner of said parcel;

thence southerly along the centerline of said road, a distance of 870.4 feet to a point;

thence westerly, a distance of 30.0 feet to a point in the westerly right-of-way line of said Kitzmiller Road;

thence southwesterly, along said right-of-way line, a distance of 213.6 feet to a point;

thence northwesterly, a distance of 1723.4 feet to a point;

thence northerly, along the westerly line of said parcel, a distance of 160.7 feet to a point;

thence easterly, along the northerly line of said parcel, a distance of 928.4 feet to a point;

thence southerly, along an easterly line of said parcel, a distance of 299.6 feet to a point;

thence easterly, continuing along the northerly line of said parcel, a distance of 687.4 feet to the place of beginning, containing 24.098 acres of land, more or less.

2.421 ACRES

Situated in the State of Ohio, County of Franklin, Plain Local School District, being located in Quarter Township 4, Township 2, Range 16, United States Military Lands and being all of parcel No. 222-54 and Parcel No. 222-100, and being more particularly described as follows:

Beginning at a point in the centerline of U.S. Route 62 (East Main Street) at the northeasterly corner of parcel No. 222-54;

Continued.....

INDIVIDUAL PARCELS

21466F07

- Page 5 -

thence southwesterly along the centerline of Main Street, a distance of 409.0 feet to a point;

thence westerly along the southerly line of said parcel No. 222-54 and Parcel 222-100, a distance of 210.9 feet to a point;

thence southerly, along the easterly line of said parcel No. 222-100, a distance of 100.00 feet to a point in the northerly right-of-way line of East Main Street;

thence westerly, along said right-of-way line, a distance of 50.0 feet to a point;

thence northerly along the westerly line of said parcel No. 222-100, a distance of 165.0 feet to a point;

thence easterly, along the northerly line of said parcel No. 222-100, a distance of 90.0 feet to a point in the westerly line of said parcel No. 222-54;

thence northerly along the westerly line of parcel No. 222-54, a distance of 245.7 feet to a point;

thence easterly along the northerly line of said parcel No. 222-54, a distance of 429.4 feet to the place of beginning, containing 2.421 acres of land, more or less.

0.218 ACRE

Situated in the State of Ohio, County of Franklin, Plain Local School District, being located in Quarter Township 4, Township 2, Range 16, United States Military Lands and being all of Parcel N. 222-34 and being more particularly described as follows:

Beginning at a point in the westerly right-of-way line of State Route 605 (North High Street) at the northeasterly corner of said parcel;

thence southerly, along said right-of-way line, a distance of 8.90 feet to a point;

thence westerly, along the southerly line of said parcel, a distance of 100.0 feet to a point;

thence northerly, along the westerly line of said parcel, a distance of 89.0 feet to a point;

Continued.....

- Page 6 -

thence easterly, along the northerly line of said parcel, a distance of 100.0 feet to the place of beginning, containing 0.218 acre of land, more or less.

3.169 ACRES

Situated in the State of Ohio, County of Franklin, Plain Local School District, being located in Quarter Township 4, Township 2, Range 16, United States Military Lands and being all of parcels No. 222-62, 222-227, 222-129 and 222-151 and being more particularly described as follows:

Beginning at a point in the centerline of State Route 161 (West Granville Street) at the southeasterly corner of said parcel No. 222-62;

thence northwesterly, along the centerline of said West Granville Street, a distance of 327.2 feet to a point;

thence northerly, along the westerly line of parcel No. 222-151, a distance of 190.5 feet to a point;

thence continuing along said westerly line, a distance of 123.7 feet to a point;

thence easterly, along the northerly line of parcel No. 222-151 and parcel No. 222-62, a distance of 363.2 feet to a point;

thence southerly, along the easterly line of parcel No. 222-62, a distance of 449.4 feet to the place of beginning, containing 3.169 acres of land, more or less.

0.195 ACRE

Situated in the State of Ohio, County of Franklin, Plain Local School District, being located in Quarter Township 4, Township 2, Range 16, United States Military Lands, being all of parcels No. 222-81 and 222-921 and being more particularly described as follows:

Beginning at a point in the southerly right-of-way line of U.S. Route 62 (West Main Street) at the northwesterly corner of said parcel;

thence easterly along said right-of-way, a distance of 52.4 feet to the westerly right-of-way line of State Route 605 (South High Street);

Continued.....

INDIVIDUAL PARCELS

21466F09

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thence southerly, along said westerly right-of-way line, a distance of 100.0 feet to a point;

thence westerly, along the southerly line of said parcel, a distance of 115.7 feet to a point in the southeasterly right-of-way line of said West Main Street;

thence northeasterly, along said right-of-way line, a distance of 117.8 feet to the place of beginning, containing 0.195 acre of land, more or less.

0.248 ACRE

Situated in the State of Ohio, County of Franklin, Plain Local School District, being located in Quarter Township 4, Township 2, Range 16, United States Military Lands, being all of parcels No. 222-71 and 222-74 and being more particularly described as follows:

Beginning at a point in the westerly right-of-way line of State Route 605 (South High Street) at the northeasterly corner of parcel No. 222-71;

thence southerly, along said right-of-way line, a distance of 108.0 feet to a point;

thence westerly along the southerly line of parcel No. 222-74, a distance of 100.0 feet to a point;

thence northerly, along the westerly line of parcels No. 222-71 and 222-74, a distance of 108.0 feet to a point;

thence easterly, along the northerly line of parcel No. 222-71, a distance of 100.0 feet to the place of beginning, containing 0.248 acre of land, more or less.

0.115 ACRE

Situated in the State of Ohio, County of Franklin, Plain Local School District, being located in Quarter Township 4, Township 2, Range 16, United States Military Lands, being all of parcel No. 222-45, and being more particularly described as follows:

Beginning at a point in the westerly right-of-way line of South Second Street at the northeasterly corner of said parcel;

Continued.....

INDIVIDUAL PARCELS

21466F10

- Page 8 -

thence southerly, along said right-of-way line, a distance of 50.0 feet to a point;

thence westerly, along the southerly line of said parcel, a distance of 100.0 feet to a point;

thence northerly, along the westerly line of said parcel, a distance of 50.0 feet to a point;

thence easterly, along the northerly line of said parcel, a distance of 100.0 feet to the place of beginning, containing 0.115 acre of land, more or less.

The above twelve (12) parcels have a combined acreage of 85.019 acres of land, more or less.

TIME 2 15 P.M. H
RECORDER FRANKLIN CO., OHIO

DEC 31 1992

RICHARD B. METCALF, RECORDER

RECORDER'S FEE: 108.00

21693H19

21466C20

212324

NINTH SUPPLEMENTAL DECLARATION OF COVENANTS AND RESTRICTIONS FOR THE NEW ALBANY COMMUNITY AUTHORITY

017150

RE-RECORD

NINTH SUPPLEMENTAL DECLARATION OF COVENANTS AND RESTRICTIONS FOR THE NEW ALBANY COMMUNITY AUTHORITY (the "Ninth Supplemental Declaration") is made as of the 27th day of DECEMBER, 1992, by The New Albany Company Limited Partnership, a Delaware limited partnership, formerly known as The New Albany Company, an Ohio general partnership (hereinafter referred to as "Private Developer").

WHEREAS, on May 24, 1991, Private Developer filed that certain Declaration of Covenants and Restrictions for The New Albany Community Authority (the "Declaration") recorded at OR 16999C04 in the office of the Recorder, Franklin County, Ohio;

WHEREAS, pursuant to the terms of Article III of the Declaration, Private Developer reserved the right to submit Additional Property to the covenants, restrictions and provisions of the Declaration; and

WHEREAS, the Private Developer is the owner of all the real property located in Franklin County, Ohio, more particularly described in Exhibit A attached hereto and incorporated herein, by reference and desires to submit such property to the covenants, restrictions and provisions of the Declaration;

NOW THEREFORE, pursuant to the powers reserved in Article III of the Declaration, Private Developer hereby declares that all the real property described in Exhibit A shall be held, sold, conveyed, encumbered, leased, occupied and improved, subject to the covenants, restrictions and provisions of the Declaration as the same is supplemented and amended from time to time, which shall run with the real property described of, all parties now or hereafter having any right, title or interest in such property or any part thereof, and their heirs, personal and legal representatives, successors and assigns.

IN WITNESS WHEREOF, the Private Developer has executed this Ninth Supplemental Declaration as of the date first above written.

Signed in the presence of.

George A. Fisher
Name: George A. Fisher

Pamela R. Pasalis
Name: Pamela R. Pasalis

BY: Gary Kenney
Name: Gary R. Kenney,
Chief Executive Officer

TIME 9 26 A.M. M
RECORDER FRANKLIN CO, OHIO
RE-RECORD
FEB 2 1993

RECORDED & INDEXED
RECORDER'S FEE 109.00

TRANSFER
NOT NECESSARY
DEC 31 1992
JOSEPH W. TESTA
AUDITOR
FRANKLIN COUNTY, OHIO

CONVEYANCE TAX
EXEMPT
M
JOSEPH W. TESTA
AUDITOR
FRANKLIN COUNTY, OHIO

Re-record to correct scrivener's error.
This document supercedes and replaces the
document recorded at OR 21466C20

107150 + 10

21693H20

21466001

STATE OF OHIO)
) SS.
COUNTY OF FRANKLIN)

The foregoing instrument was acknowledged before me this 7th day of December, 1992, by Gary R. Kerney, as Chief Executive Officer of The New Albany Company Limited Partnership, a Delaware limited partnership, on behalf of the partnership.

Carol A. Robey
Notary Public

CAROL A. ROBEY
Notary Public, State of Ohio
My Commission Expires June 21, 1997

This Instrument Prepared By:

Paul S. Coppel, Esq.
SCHWARTZ, KELM, WARREN & RUBENSTEIN
41 South High Street
Columbus, Ohio 43215
(614) 222-3090

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PARTNERSHIP
FLING DATE <u>12-28-92</u>
RECORDED VOL <u>405</u> PAGES <u>12</u>
RICHARD B. METCALF, RECORDER FRANKLIN COUNTY, OHIO

21593101

EXHIBIT A

AREA NUMBER 1, 1001.0 ACRES

Situated in the State of Ohio, County of Franklin, Plain Local School District, being located in Section 12, Quarter Township 1, Section 13, Quarter Townships 1 and 2, Quarter Townships 3 and 4, Township 3, Range 16, United States Military Lands and being comprised of the following parcel numbers and acreages:

2166012

<u>PARCEL NO.</u>	<u>ACREAGE</u>	<u>PREVIOUS PARCEL NO.</u>
222-444	26.415	
222-900, 222-890, 222-337, 222-754	0.161	222-1980
222-442	0.856	
222-889	24.140	
222-339	10.036	
222-339	17.894	
222-339	3.331	
222-339	0.335	
222-292	1.181	
222-292	5.919	
222-545	0.640	
222-292	23.940	
222-292	66.656	
222-241	21.393	
222-180 & 222-281	55.185	
222-567 & 222-7	45.333	
222-393	1.713	
222-283	14.223	
222-284	15.903	
222-370, 222-371 & 222-350	158.150	
222-371	4.990	222-412
222-371	9.396	222-389
222-371	2.576	222-887
222-371	5.242	222-517
222-371	3.508	222-435
222-246 & 222-245	2.364	
222-569	0.826	
222-556	0.667	
222-217	109.754	
222-233	10.000	
222-288	19.975	
222-371	4.665	222-404
222-431	98.246	
222-568	0.935	
222-557	1.014	
222-555	0.596	

Continued.....

21693102

AREA NUMBER 1, 1881.0 ACRES

21655003

-- Page 2 --

<u>PARCEL NO.</u>	<u>ACREAGE</u>	<u>PREVIOUS PARCEL NO.</u>
42-353	6.230	
222-218	12.505	
222-388	1.197	
222-578	0.599	
222-437	3.781	
222-450	7.074	
222-366	22.236	
222-851	22.224	
222-497	4.806	
222-420	2.968	
222-897	8.984	
222-907	9.318	
222-359	5.338	
222-496	2.464	
222-498	3.470	
222-468	20.807	
222-358, 22-306 & 22-906	98.913	222-475 & 222-331
222-883	4.414	
222-364, 220-241 & 220-320	23.448	
222-886	5.950	
222-851	0.919	
222-298 & 22-414	8.691	
545-187789, 187790 & 187786	139.969	
545-187787	38.680	
222-146	2.654	
222-255	3.257	
222-662	1.969	
545-212439	15.770	
545-212440		
222-292		
222-200	11.490	
545-187791	1.000	
545-187785	5.002	
222-356 & 222-220	59.731	
222-650	48.040	222-336
222-406	1.273	
222-390	1.457	
545-208819 & 190842	2.000	
545-196743	112.394	
545-163688	38.500	
545-163690	134.159	
545-163692	0.861	
545-163691	130.155	
222-909	3.000	
222-303	5.292	
222-871	5.015	
545-163689	4.988	
545-163686	1.000	
545-163687	3.000	
	1.000	

Continued.....

- Page 3 -

<u>PARCEL NO.</u>	<u>ACREAGE</u>
222-554	0.637
222-189	0.482
222-201 & 222-150	1.500
222-307	20.160
222-235	2.000
222-411	4.899
222-287	1.303
222-178	2.432
222-354 & 222-346	40.446

and being more particularly described as follows:

Beginning in the easterly line of parcel No. 222-292 at a point 230.00 feet northerly from the centerline of Morse Road;

thence westerly, crossing said parcel No. 222-292 and being 230.00 feet northerly from the centerline of Morse Road, a distance of 2335.5 feet to a point;

thence southerly being along the easterly line of parcel No. 222-545, a distance of 200.0 feet to a point;

thence westerly being 30.0 feet northerly from the centerline of Morse Road, a distance of 150.0 feet to a point;

thence northerly along the westerly line of said parcel No. 222-545, a distance of 179.7 feet to a point in the southerly line of parcel No. 222-292;

thence westerly along the southerly line of said parcel No. 222-292, a distance of 322.0 feet to a point;

thence northerly, a distance of 18.0 feet to a point;

thence westerly crossing parcel No. 222-292, Marlem Road, and parcel No. 222-339, and being 230.00 feet northerly from the centerline of Morse Road, a distance of 2163.7 feet to a point;

thence southerly along an easterly line of said parcel No. 222-339, a distance of 200.0 feet to a point;

thence westerly, crossing said parcel No. 222-339, also crossing parcels No. 222-889, 222-442, 222-444 and 222-900, a distance of 2138.8 feet to a point;

Continued.....

21666004

thence northeasterly along a southwesterly line of parcels 222-444 and 222-900, a distance of 428.0 feet to a point in the centerline of U.S. Route 62 (Johnstown Road);

thence northeasterly along the westerly line of said parcels No. 222-444 and 222-900 and the centerline of said road, a distance of 755.6 feet to a point;

thence easterly along the northerly line of said parcels No. 222-44 and 22-900, a distance of 824.8 feet to a point in the westerly line of 222-319;

thence northerly along the westerly line of said parcel No. 222-319 and parcel No. 222-363, a distance of 821.6 feet to a point in the centerline of U.S. Route 62 (Johnstown Road);

thence northeasterly along the westerly line of said parcel No. 222-363 and 222-886, a distance of 150.0 feet to a point in the southwesterly line of parcels No. 220-320 and 220-241;

thence along the southerly line of said parcels No. 220-320 and 220-421, the following courses and distances:

Northwesterly, a distance of 243.6 feet;

Southwesterly, a distance of 390.0 feet; and

Westerly, a distance of 153.4 feet to a point at the southwesterly corner of said parcel;

thence along the westerly line of said parcels No. 220-320 and 220-241, the following courses and distances:

Northerly, a distance of 704.2 feet;

Northeasterly along the meanderings of a ditch, a distance of 253.9 feet;

Northeasterly, a distance of 349.5 feet;

Easterly, a distance of 100.3 feet; and

Northerly, a distance of 223.4 feet to a point in the centerline of Thompson Road;

thence easterly along the centerline of Thompson Road, being a northerly line of said parcels No. 220-320 and 220-241, a distance of 345.8 feet;

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thence southwesterly, along an easterly line of said parcel No. 220-320 and 220-241, a distance of 985.8 feet to a point;

thence easterly along a northerly line of said parcels No. 230-340 and 220-241, a distance of 324.9 feet to a point in the centerline of U.S. Route 62 (Johnstown Road);

thence along the centerline of said road and along the westerly line of parcel No. 222-393, a distance of 347.0 feet to a point;

thence southeasterly along the northeasterly line of said parcel No. 222-393, a distance of 438.5 feet to a point in the northerly line of parcel No. 222-364;

thence easterly along the northerly line of said parcel No. 222-364, a distance of 490.7 feet to a point;

thence southerly, along the easterly line of said parcel No. 222-364, also being along parcel No. 222-886 and 222-450, a distance of 980.8 feet to a point;

thence easterly along a northerly line of said parcel No. 222-339, a distance of 146.1 feet to a point;

thence southerly along the easterly line of said parcel No. 222-339, a distance of 614.7 feet to a point;

thence easterly along the northerly line of parcel No. 222-339, a distance of 381.6 feet to a point;

thence southerly along an easterly line of said parcel No. 222-339, a distance of 150.0 feet to a point;

thence easterly along the northerly line of said parcel No. 222-339, a distance of 323.0 feet to a point in the centerline of Harlem Road;

thence southerly along the centerline of said Harlem Road, a distance of 236.2 feet to a point;

thence easterly, a distance of 30.0 feet to a point in the easterly right-of-way line of Harlem Road, being the westerly line of parcel No. 222-292;

thence northerly along said right-of-way line, being the westerly line of said parcel No. 222-292 and parcel No. 222-853, a distance of 408.2 feet to a point;

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thence easterly, along the northerly line of parcel No. 222-853, a distance of 267.0 feet to a point in the westerly line of parcel No. 222-292;

thence northerly, along the westerly line of parcel No. 222-292, a distance of 150.0 feet to a point;

thence westerly along a southerly line of said parcel No. 222-292, a distance of 297.0 feet to a point in the centerline of Harlem Road;

thence northerly along the centerline of Harlem Road, a distance of 50.0 feet to a point;

thence easterly along a northerly line of said parcel No. 222-292, a distance of 297.0 feet to a point;

thence along the westerly and northerly lines of said parcel No. 222-292, the following courses and distances:

Northerly, a distance of 300.0 feet to a point;

Easterly, a distance of 303.0 feet to a point;

Northeasterly, a distance of 360.0 feet to a point;

Lasterly, a distance of 162.0 feet to a point; and,

Northerly, a distance of 530.0 feet to a point in the southerly line of parcel No. 222-359;

thence westerly along the southerly line of said parcel No. 222-359, a distance of 750.7 feet to a point;

thence northerly along the westerly line of said parcel No. 222-359, a distance of 281.8 feet to a point;

thence easterly along the northerly line of said parcel No. 222-359, a distance of 830.0 feet to a point in the westerly line of parcel No. 222-358;

thence northerly along the westerly line of said parcel No. 222-358 a distance of 1053.2 feet to a point at the southeasterly corner of Parcel No. 222-497;

thence westerly along the southerly line of said parcel No. 222-497, a distance of 432.5 feet to a point at the southwest corner of said parcel;

thence northerly along the westerly line of said parcel No. 222-497, a distance of 365.7 feet to a point in the southeasterly right-of-way line of Sleepy Hollow Road;

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thence northeasterly along said right-of-way line and along the northwesterly line of said parcel No. 222-497 and parcels No. 222-498 and 222-496, a distance of 1076.5 feet to a point in the southerly line of parcel No. 222-891;

thence westerly along the southerly line of said parcel No. 222-891, a distance of 36.9 feet to a point;

thence northerly along the westerly line of said parcel No. 222-891, a distance of 27.4 feet to a point in the northwesterly right-of-way line of Sleepy Hollow Road, also being the southeasterly line of parcel No. 222-366;

thence southwesterly along said right-of-way line, a distance of 1039.9 feet to a point in the westerly line of said parcel No. 222-366;

thence northerly along the westerly line of said parcel No. 222-366, a distance of 618.4 feet to a point at the southeasterly corner of parcel No. 222-437;

thence westerly along the southerly line of said parcel No. 222-437, a distance of 993.0 feet to a point in the centerline of U.S. Route 62 (Johnstown Road);

thence southwestwesterly along the centerline of said road, a distance of 730.3 feet to a point in Sleepy Hollow Road;

thence easterly along said Sleepy Hollow Road and along the northerly line of parcel No. 222-897, a distance of 596.3 feet to a point;

thence southerly along the easterly line of parcel No. 222-897, a distance of 589.7 feet to a point;

thence easterly along the northerly line of said parcel No. 222-907, a distance of 381.1 feet to a point at the northeasterly corner of said parcel No. 222-907;

thence southerly along the easterly line of said parcel No. 222-907, a distance of 445.1 feet to a point at the southeasterly corner of said parcel No. 222-907;

thence westerly along the southerly line of said parcel No. 222-907, a distance of 941.3 feet to a point in the centerline of Harlme Road;

thence northwesterly along the centerline of Harlem Road, a distance of 35.0 feet to a point in the isoutheasterly corner of parcel No. 222-883

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thence westerly along the southerly line of said parcel No. 222-883, a distance of 752.7 feet to a point in the centerline of U.S. Route 62 (Johnstown Road);

thence northeasterly along the centerline of said road, a distance of 728.0 feet to a point in the intersection of Thompson Road;

thence westerly along the centerline of said Thompson Road, also being the southerly line of parcel No. 222-909, a distance of 450.9 feet to a point;

thence northerly along the westerly line of said parcel No. 222-909, a distance of 437.0 feet to a point in the southerly line of parcel No. 222-871;

thence westerly along the southern line of said parcel No. 222-871, a distance of 439.0 feet to a point;

thence northeasterly along the westerly line of said parcel No. 222-871, a distance of 174.2 feet to a point at the southeasterly corner of parcel No. 545-163692;

thence westerly along the southerly line of parcel No. 545-163692, a distance of 981.1 feet to a point at the northeasterly corner of parcel No. 545-163691;

thence along the easterly, southerly and westerly lines of said parcel No. 545-163691, the following courses and distances:

southerly, a distance of 601.2 feet to a point in the centerline of Thompson Road;

westerly, along said centerline, a distance of 217.6 feet to a point; and,

northerly, a distance of 599.5 feet to a point in the southerly line of parcel No. 545-163692;

thence along the southerly and westerly lines of said parcel No. 545-163692, the following courses and distances:

westerly, a distance of 196.8 feet to a point;

northerly, a distance of 678.1 feet to a point;

westerly, a distance of 2736.5 feet to a point;

northerly, a distance of 514.8 feet to a point; and

westerly, a distance of 1380.4 feet to a point;

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thence northerly along the westerly line of said parcel No. 545-163692, also being along the westerly line of parcel No. 545-163688, a distance of 1593.2 feet to a point;

thence easterly, along the northerly line of said parcel No. 545-163688, a distance of 2694.9 feet to a point at the southwesterly corner of parcel No. 545-208819;

thence northerly, along the westerly line of said parcel No. 545-208819, a distance of 1568.1 feet to a point;

thence easterly, along the northerly line of said parcel No. 545-208819, a distance of 2017.2 feet to a point;

thence northerly, along a westerly line of said parcel No. 545-208819, a distance of 85.0 feet to a point;

thence easterly, along the northerly line of said parcel No. 545-208819, a distance of 816.6 feet to a point in the centerline of Harlem Road;

thence southeasterly along the centerline of Harlem Road, a distance of 528.6 feet to a point at the northwesterly corner of parcel No. 222-517;

thence along the northerly and westerly lines of said parcel No. 222-517, the following courses and distances:

easterly, a distance of 292.60 feet to a point;

northwesterly, a distance of 150.0 feet to a point; and

easterly, a distance of 107.4 feet to a point at the southwesterly corner of parcel No. 222-517;

thence northerly along the westerly line of said parcel No. 222-517, a distance of 356.7 feet to a point at the northwesterly corner of said parcel;

thence easterly along the northerly line of said parcel No. 222-517 and parcel No. 222-370, a distance of 1055.3 feet to a point in the westerly line of Parcel No. 222-217;

thence northerly along the westerly line of said Parcel No. 222-217, a distance of 1677.8 feet to a point in the centerline of State Route 161 (Dublin-G. Anville Road);

thence westerly along the centerline of said road and the southerly line of parcels No. 545-212439 and 545-212440, a distance of 533.5 feet to a point;

thence northerly along the westerly line of said parcels No. 545-212439, 545-212440 and parcel No. 545-187789, a distance of 2169.1 feet to a point;

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thence westerly, along a southerly line of said parcel No. 545-187789, a distance of 593.0 feet to a point in the easterly line of parcel No. 545-187791;

thence southerly along the easterly line of said parcel No. 545-187791, a distance of 207.0 feet to a point at the southeasterly corner of said parcel;

thence westerly along the southerly line of said parcel No. 545-187791, a distance of 1277.9 feet to a point;

thence along the westerly line of said parcel No. 545-187791, the following courses and distances:

northerly, a distance of 273.4 feet to a point;

westerly, a distance of 280.4 feet to a point in the centerline of Harlem Road;

northwesterly along the centerline of said road, a distance of 57.2 feet to a point;

easterly, a distance of 280.5 feet to a point;

northwesterly, a distance of 911.3 feet to a point;

westerly, a distance of 285.3 feet to a point in the centerline of Harlem Road; and

northwesterly along the centerline of Harlem Road, a distance of 611.4 feet to a point at the northwesterly corner of said parcel No. 545-187791;

thence easterly along the northerly line of said parcel No. 545-187791, also parcel No. 545-187789, parcel No. 545-187787 and parcel No. 222-396, a distance of 5566.6 feet to a point at the southeasterly corner of parcel 222-307;

thence northwesterly along the westerly line of said parcel No. 222-307, a distance of 617.3 feet to a point;

thence easterly along the northerly line of said parcel No. 222-307, a distance of 1304.1 feet to a point in the centerline of State Route 605;

thence southeasterly along the centerline of State Route 605, a distance of 444.2 feet to a point at the northwesterly corner of parcel No. 222-390;

thence easterly along the northerly line of said parcel No. 222-390, a distance of 512.7 feet to a point in the westerly line of parcel No. 222-354;

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thence northerly along the westerly line of said parcel No. 222-354, a distance of 424.2 feet to a point;

thence westerly along a southerly line of said parcel No. 222-354, a distance of 452.7 feet to a point;

thence northwesterly along a westerly line of said parcel No. 222-354, a distance of 200.0 feet to a point;

thence westerly along a southerly line of said parcel No. 222-354, a distance of 231.1 feet to a point in the centerline of State Route 605;

thence northwesterly along the centerline of said road, a distance of 165.4 feet to a point at the southeasterly corner of parcel No. 222-411;

thence westerly along the southerly line of said parcel No. 222-411, a distance of 1199.6 feet to a point;

thence northerly, along the westerly line of said parcel No. 222-411, a distance of 182.0 feet to a point;

thence easterly, along the northerly line of said parcel No. 222-411, a distance of 1147.4 feet to a point in the centerline of State Route 605;

thence southeasterly along the centerline of said road, a distance of 155.9 feet to the northwesterly corner of parcel No. 222-354;

thence easterly, along the northerly line of said parcel No. 222-354, a distance of 793.4 feet to a point;

thence southerly, a distance of 145.6 feet to a point;

thence easterly, along the northerly line of said parcel No. 222-354, a distance of 1783.9 feet to a point in the westerly line of parcel No. 222-180;

thence northerly along the westerly line of said parcel No. 222-180, a distance of 408.2 feet to a point;

thence easterly along the northerly line of said parcel No. 222-180, a distance of 2718.1 feet to a point in the centerline of Bevelheimer Road;

thence southerly along the centerline of said road and the easterly line of parcel No. 222-287, a distance of 1253.1 feet to a point;

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thence westerly along the southerly line of said parcel No. 222-287, a distance of 395.2 feet to a point in the centerline of U.S. Route 62 (Johnstown Road);

thence northeasterly along the centerline of said road, a distance of 90.0 feet to a point in the southwesterly line of parcel No. 222-180;

thence northwesterly along the southwesterly line of said parcel No. 222-180, a distance of 503.6 feet to a point;

thence southwesterly, along the southerly line of said parcel No. 222-180, a distance of 446.3 feet to a point at the northeasterly corner of parcel No. 222-284;

thence southerly, along the easterly line of said parcel No. 222-284, a distance of 422.1 feet to a point in the northerly line of parcel No. 222-241;

thence along the northerly line of said Parcel No. 222-241, a distance of 390.8 feet to a point;

thence along the easterly and southerly lines of said parcel No. 222-241, the following courses and distances:

southwesterly, a distance of 354.0 feet to a point;

southwesterly, a distance of 151.5 feet to a point;

northwesterly, a distance of 259.3 feet to a point;

northwesterly, a distance of 249.9 feet to a point;

westerly, a distance of 297.7 feet to a point;

westerly, a distance of 218.4 feet to a point; and

northwesterly, a distance of 146.6 feet to a point in the southerly line of parcel No. 222-284;

thence westerly along the southerly line of said parcel No. 222-284, a distance of 566.5 feet to a point in the easterly line of parcel No. 222-567;

thence southerly along the easterly line of said parcel No. 222-567, a distance of 112.9 feet to a point at the northwesterly corner of parcel No. 222-241;

thence along the northeasterly and southeasterly lines of said parcel No. 222-241, the following courses and distances:

southeasterly, a distance of 263.8 feet to a point;

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southeasterly, a distance of 186.4 feet to a point;
 southeasterly, a distance of 593.7 feet to a point;
 southeasterly, a distance of 194.8 feet to a point;
 southwesterly, a distance of 771.8 feet to a point;
 southwesterly, a distance of 442.8 feet to a point; and
 southwesterly, a distance of 82.8 feet to a point;

thence northerly along the westerly line of said parcel No. 222-241, a distance of 467.2 feet to a point in the southerly line of parcel No. 222-567;

thence along the southerly, northeasterly, easterly and westerly lines of said parcel No. 222-567, the following courses and distances:

westerly, a distance of 562.0 feet to a point;
 southerly, a distance of 150.0 feet to a point;
 southeasterly, a distance of 396.1 feet to a point;
 southwesterly, a distance of 60.0 feet to a point;
 southeasterly, a distance of 275.1 feet to a point;
 westerly, a distance of 1104.2 feet to a point;
 northerly, a distance of 48.6 feet to a point;
 westerly, a distance of 251.8 feet to a point;
 northeasterly, a distance of 162.0 feet to a point;
 westerly, a distance of 178.9 feet to a point in the centerline of State Route 605;
 northwesterly, along the centerline of State Route 605, a distance of 417.7 feet to a point;
 easterly, a distance of 389.7 feet to a point;
 northerly, a distance of 552.6 feet to a point;
 easterly, a distance of 131.5 feet to a point; and
 northerly, a distance of 699.8 feet to a point in the southerly line of parcel No. 222-354;

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thence westerly, along the southerly line of said parcel No. 222-354, also being along the southerly lines of parcels No. 222-390 and 222-307, a distance of 1339.0 feet to a point in the easterly line of parcel No. 222-336;

thence southerly, along the easterly line of said parcel No. 222-336, a distance of 1207.6 feet to a point;

thence westerly, along a southerly line of parcel No. 222-336, a distance of 1640.1 feet to a point in the easterly line of parcel No. 545-187787;

thence southerly along the easterly line of said parcel No. 545-187787 and parcel No. 545-187789, a distance of 1674 feet to a point in the centerline of State Route 161 (Dublin-Granville Road);

thence southwestwesterly along the centerline of said road, a distance of 304.0 feet to a point;

thence along the westerly and southerly lines of parcel No. 545-187789, the following courses and distances:

northerly, a distance of 182.8 feet to a point;

westerly, a distance of 201.3 feet to a point;

northerly, a distance of 322.2 feet to a point;

westerly, a distance of 484.2 feet to a point in the easterly right-of-way line of Morgan Road;

northerly, along said easterly right-of-way line, a distance of 166.9 feet to a point;

easterly, a distance of 415.7 feet to a point;

northerly, a distance of 150.0 feet to a point;

easterly, a distance of 153.3 feet to a point;

northerly, a distance of 393.2 feet to a point; and

westerly, a distance of 568.0 foot to a point in the easterly right-of-way line of Morgan Road;

thence along the easterly, northerly, southerly and westerly right-of-way lines of said Morgan Road, the following courses and distances:

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northerly, a distance of 50.5 feet to a point;
westerly, a distance of 1256.4 feet to a point;
southerly, a distance of 40.0 feet to a point;
easterly, a distance of 1216.8 feet to a point; and
southerly, a distance of 687.6 feet to a point;

thence westerly along the southerly line of parcel No. 545-187789, a distance of 1249.9 feet to a point at the northeasterly corner of parcel No. 545-212440 and 545-212439;

thence southerly along the easterly line of said parcel No. 545-212440 and 545-212439, a distance of 1233.4 feet to a point in the centerline of State Route 161 (Dublin-Granville Road);

thence northeasterly along the centerline of said road, a distance of 603.0 feet to a point;

thence northeasterly continuing along said centerline of State Route 161, a distance of 522.3 feet to a point;

thence southerly along the easterly line of parcel No. 222-662, a distance of 620.4 feet to a point in the northerly line of parcel No. 222-217;

thence easterly along the northerly line of said parcel No. 222-217, a distance of 184.9 feet to a point;

thence southerly, a distance of 23.3 feet to a point;

thence easterly, continuing along the northerly line of parcel No. 222-217 and parcel No. 222-233, a distance of 1326.7 feet to a point in the westerly line of parcel No. 222-288;

thence northerly, along the westerly line of parcel No. 222-282, a distance of 961.2 feet to a point in the southerly line of parcel No. 222-336;

thence westerly along the southerly line of said parcel No. 222-336, a distance of 341.9 feet to a point;

thence northerly, along the westerly line of said parcel No. 222-336, a distance of 144.0 feet to a point in the northerly right-of-way line of State Route 161 (Dublin-Granville Road);

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thence northeasterly along said northern right-of-way line, a distance of 854.1 feet to a point;

thence southerly, a distance of 30.0 feet to a point in the centerline of State Route 161 (Dublin-Granville Road);

thence easterly along the centerline of said road, a distance of 848.1 feet to the northeasterly corner of Parcel No. 222-255;

thence along the easterly and southerly lines of said parcel No. 222-255, the following courses and distances:

southerly, a distance of 216.6 feet to a point;

northwesterly, a distance of 350.0 feet to a point;

northerly, a distance of 41.8 feet to a point;

westerly, a distance of 115.7 feet to a point;

southerly, a distance of 74.1 feet to a point;

westerly, a distance of 241.2 feet to a point in the easterly line of parcel No. 222-146;

thence southerly along the easterly line of said parcel No. 222-146, a distance of 42.7 feet to a point in the northerly line of parcel No. 222-288;

thence southeasterly along the northeasterly line of parcel No. 222-288, a distance of 515.1 feet to a point at the northwesterly corner of parcel No. 222-201;

thence southeasterly along the northeasterly line of said parcel No. 222-201, a distance of 265.0 feet to a point in the centerline of State Route 62 (Johnstown Road);

thence southwesterly along the centerline of said road, a distance of 250.0 feet to a point;

thence northwesterly along the southwesterly line of parcel No. 222-189, a distance of 260.0 feet to a point in the southeasterly line of parcel No. 222-288;

thence southwesterly along the southeasterly line of said parcel No. 222-288, a distance of 859.9 feet to a point;

thence continuing southwesterly along the southeasterly line of parcel No. 222-288, a distance of 116.4 feet to a point;

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thence southeasterly along the northeasterly line of parcel No. 222-300, a distance of 310.9 feet to a point in the northwesterly right-of-way line of U.S. Route 62 (Johnstown Road);

thence southwesterly along said right-of-way line, a distance of 244.1 feet to a point;

thence westerly along the southerly line of parcel No. 222-200 and parcel No. 222-233, a distance of 355.5 feet to a point in the easterly line of parcel No. 222-217;

thence along the easterly line of said parcel No. 222-232, the following courses and distances:

southerly, a distance of 175.9 feet to a point;

easterly, a distance of 266.7 feet to a point in the centerline of U.S. Route 62 (Johnstown Road); and

southwesterly, along the centerline of said road, a distance of 562.5 feet to a point;

thence northwesterly along a southerly line of parcel No. 222-217, a distance of 326.8 feet to a point;

thence westerly continuing along said southerly line, a distance of 158.6 feet to a point;

thence southerly, a distance of 84.9 feet to a point at the northwesterly corner of parcel No. 222-246;

thence easterly, along the northerly line of parcel No. 222-246, a distance of 173.0 feet to a point;

thence southeasterly continuing along said northerly line, a distance of 294.0 feet to a point in the centerline of U.S. Route 62 (Johnstown Road);

thence southwesterly along the centerline of said road, a distance of 1342.7 feet to a point at the northwesterly corner of parcel No. 222-431;

thence along the northerly line of said parcel No. 222-431, the following courses and distances:

easterly, a distance of 399.9 feet to a point;

northeasterly, a distance of 300.0 feet to a point; and

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easterly, a distance of 492.1 feet to a point in the westerly line of parcel No. 222-218;

thence along the westerly, northerly and easterly lines of said parcel No. 222-218, the following courses and distances:

northerly, a distance of 1177.5 feet to a point in the centerline of U.S. Route 62 (Johnstown Road);

northeasterly along the centerline of said road, a distance of 24.7 feet to a point;

southerly, a distance of 328.0 feet to a point; and

easterly, a distance of 360.9 feet to a point in a southwesterly line of parcel No. 222-283;

thence along the southwesterly, northeasterly and northerly lines of said parcel No. 222-283, the following courses and distances:

northwesterly, a distance of 486.9 feet to a point in the centerline of U.S. Route 62 (Johnstown Road);

northeasterly along the centerline of said road, a distance of 51.9 feet to a point;

southeasterly, a distance of 428.9 feet to a point;

southeasterly, a distance of 58.6 feet to a point;

easterly, a distance of 378.9 feet to a point; and

northeasterly, a distance of 409.9 feet to a point at the northeasterly corner of said parcel No. 232-283;

thence southerly along the easterly line of said parcel No. 222-283 and parcel No. 222-431, a distance of 1729.1 feet to a point;

thence along the northerly, easterly and southerly lines of said parcel No. 222-411, the following courses and distances:

easterly, a distance of 843.4 feet to a point in the westerly right-of-way line of Reynoldsburg-New Albany Road;

southerly along said right-of-way, a distance of 1077.8 feet to a point; and

Continued.....

21693110

westerly, a distance of 811.9 feet to a point in the easterly line of parcel No. 222-370;

thence southerly along the easterly line of said parcel No. 222-370, a distance of 645.8 feet to a point;

thence westerly along the southerly line of said parcel No. 222-370, a distance of 1450.6 feet to a point at the northeasterly corner of parcel No. 222-891;

thence southerly, along the easterly line of said parcel No. 222-891, a distance of 233.7 feet;

thence southeasterly continuing along said easterly line and along the arcs of curves, a distance of 805.5 feet to a point;

thence easterly along the northerly line of said parcel No. 222-891, a distance of 233.7 feet;

thence southeasterly continuing along said easterly line and along the arcs of curves, a distance of 850.5 feet to a point;

thence easterly along the northerly line of said parcel No. 222-891 and parcel No. 222-475, a distance of 1710.4 feet to a point in the westerly right-of-way line of Reynoldsburg-New Albany Road;

thence along the easterly and southerly lines of said parcel No. 222-475, the following courses and distances:

southerly, a distance of 99.7 feet to a point;

westerly, a distance of 178.0 feet to a point;

southerly, a distance of 100.0 feet to a point;

easterly, a distance of 184.6 feet to a point;

southerly, a distance of 38.0 feet to a point;

westerly, a distance of 183.9 feet to a point;

southerly, a distance of 200.0 feet to a point; and

westerly, a distance of 261.6 feet to a point at the northeasterly corner of parcel No. 222-331;

Continued.....

21693119

thence southerly, along the easterly line of said parcel No. 222-331, a distance of 303.6 feet to a point in the northerly line of parcel No. 222-358;

thence along the northerly, easterly and southerly lines of said parcel No. 222-358, the following courses and distances:

easterly, a distance of 448.2 feet to a point in the westerly right-of-way line of Reynoldsburg-New Albany Road;

southerly, along the westerly right-of-way line of said road, a distance of 793.4 feet to a point;

southwesterly, a distance of 258.6 feet to a point;

southeasterly, a distance of 251.9 feet to a point;

westerly, a distance of 680.9 feet to a point; and

southerly, a distance of 416.1 feet to a point in the northerly line of parcel No. 222-298;

thence along the northerly, easterly and southerly lines of said parcel No. 222-298, the following courses and distances:

easterly, a distance of 1128.5 feet to a point in the westerly right-of-way line of Reynoldsburg-New Albany Road;

southerly along the westerly right-of-way line of said road, a distance of 332.0 feet to a point; and

westerly, a distance of 1203.5 feet to a point in the easterly line of parcel No. 222-292;

thence southerly along the easterly line of said parcel No. 222-292, a distance of 1370.0 feet to the place of beginning, containing 1889.0 acres of land, more or less.

Excepting, however, the following parcels from "New Albany Country Club Section 1."

<u>LOT</u>	<u>PARCEL NO.</u>	<u>ACREAGE</u>
35	222-960	0.679
36	222-961	0.615
37	222-962	0.495
38	222-963	0.608
39	222-964	0.659
17 & 18	222-342	1.247

Continued.....

21593120

21593001

AREA NUMBER 2, 1754.4 ACRES

Situated in the State of Ohio, County of Franklin, Plain Local School District, being located in Section 11, Quarter Township 1 and Quarter Township 4, Township 2, Range 16, United States Military Lands and being comprised of the following parcel numbers and acreages

<u>PARCEL NO.</u>	<u>ACREAGE</u>	<u>PREVIOUS PARCEL NO.</u>
220-837	78.040	
220-909		
220-521	54.747	
220-1767		
220-546	4.496	
220-060	6.551	
220-219	4.080	
220-403	1.553	
220-492	1.442	
220-161	4.788	
220-215	3.800	
220-663	5.265	
220-1791	5.479	
220-301		
220-300		
220-278	15.167	
222-494	6.496	
222-873	5.993	
220-030	5.390	
220-1871	3.951	220-1290
220-50		
220-2063	3.875	
222-315	97.697	
222-403	121.347	
222-333	40.608	
222-315	79.220	
222-770	96.137	
222-334	29.430	
222-55	73.743	
222-316		
222-293	105.411	
222-580	40.000	
222-660	62.228	
222-553	11.343	
222-312	5.000	
220-796	1.289	
222-257	2.475	
222-239	43.525	
222-237	45.352	
222-238	18.478	
222-852	4.091	
222-801	3.268	
222-419	18.338	
222-729		
222-103	15.506	
220-471	60.000	
220-30	77.040	
222-789	1.416	

AREA NUMBER 2, 1754.4 ACRES

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<u>PARCEL NO.</u>	<u>ACREAGE</u>
222-844	1.091
220-1020	24.642
220-1024	13.675
222-849	1.091
220-108	54.243
220-1083	7.295
220-776	1.335
222-534	0.576
222-425	9.795
220-797	2.400
222-827	1.290
222-225	0.561
220-823	7.004
220-120	105.659
222-872	1.901
222-851	1.901
222-802	0.532
222-723	0.525
222-839	1.807
222-925	0.596
222-571 & 222-531	1.145
222-546	0.593
222-873	1.091
220-607	8.110
222-882	1.026
222-575	0.579
220-366	14.365
220-191	12.811
222-755	0.579
222-240	3.993
222-680 & 222-402	4.873
220-4 +	3.000
222-653	1.002
222-625	1.002
222-652	1.002
220-1608	87.882
220-423	3.338
220-171	5.056
222-641	1.004
222-869	1.123
222-848	0.923
222-425	5.000
222-830	1.309
220-298	5.009
220-2091	
222-573	1.771
220-857	33.500
220-365	
222-828, 222-824 & 222-825	17.463

Continued.....

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222-843	1.090
222-677	0.595
222-19	0.809
222-829	1.503
222-790	1.097
220-1592	4.080
222-791	1.110
220-1592	25.686
220-2082	
220-2081	
222-636	0.595
222-425	7.984
	220-2083 & 220-2082

and being more particularly described as follows:

Beginning at the point of intersection of the centerline of Morse Road with the centerline of Kitzmiller Road, being at the southwest corner of parcel No. 220-360;

thence northeasterly along the centerline of said Kitzmiller Road, a distance of 309.2 feet to a point at the southeasterly corner of parcel No. 220-219;

thence westerly, along the southerly line of said parcel No. 220-219, a distance of 456.5 feet to a point in the easterly line of parcel No. 220-361;

thence southerly, along the easterly line of said parcel No. 220-361, a distance of 300.0 feet to a point in the centerline of Morse Road;

thence westerly, along the centerline of said Morse Road, a distance of 223.8 feet to a point;

thence northerly, along the westerly line of said parcel No. 220-361, a distance of 544.5 feet to a point in a southerly line of parcel No. 220-215;

thence westerly, along a southerly line of said parcel No. 220-215, a distance of 80.0 feet to a point;

thence southerly, along the easterly line of said parcel No. 220-215, a distance of 544.5 feet to a point in the centerline of Morse Road;

thence westerly, along the centerline of Morse Road, a distance of 1265.5 feet to a point;

thence northerly, a distance of 30.0 feet to a point in the northerly right-of-way line of said Morse Road;

Continued.....

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thence westerly, along said right-of-way, a distance of 23.0 feet to a point in the easterly right-of-way line of Reynoldsburg-New Albany Road;

thence northerly along the easterly right-of-way line of said road, being the westerly line of parcel No. 220-278, a distance of 1023.3 feet to a point at the northwesterly corner of said Parcel No. 220-278;

thence easterly, a distance of 5.0 feet to a point;

thence northwesterly, continuing along the easterly right-of-way line of said Reynoldsburg-New Albany Road, a distance of 2592.50 feet to a point in the southerly line of parcel No. 222-755.

thence westerly, a distance of 15.1 feet to a point;

thence northerly, continuing along the easterly right-of-way line of said Reynoldsburg-New Albany Road, a distance of 1022.0 feet to a point at the northwesterly corner of parcel No. 222-534;

thence easterly, along the northerly line of said parcel No. 222-534, a distance of 240.4 feet to a point in the westerly line of parcel No. 222-403;

thence northerly, along the westerly line of said parcel No. 222-403, a distance of 216.0 feet to a point in the southerly line of parcel No. 222-333;

thence westerly, along the southerly line of said parcel No. 222-333, a distance of 231.1 feet to a point in the easterly right-of-way line of Reynoldsburg-New Albany Road;

thence northerly, along the easterly right-of-way line of said road, a distance of 725.7 feet to a point at the northwesterly corner of parcel No. 222-839;

thence easterly, along the northerly line of said parcel No. 222-839, a distance of 265.8 feet to a point in the westerly line of parcel No. 222-333;

thence along the westerly, southerly and northerly lines of said parcel 222-333, the following courses and distances:

northerly, a distance of 150.1 feet to a point;

Continued.....

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westerly, a distance of 265.6 feet to a point in the easterly right-of-way line of Reynoldsburg-New Albany Road;

northerly, along said right-of-way line, a distance of 60.0 feet to a point;

easterly, a distance of 265.6 feet to a point, and

northerly, a distance of 150.0 feet to a point in the southerly line of parcel No. 222-314;

thence along the southerly, westerly and northerly lines of said parcel No. 222-314, the following courses and distances:

westerly, a distance of 265.4 feet to a point in the easterly right-of-way line of Reynoldsburg-New Albany Road;

northerly, along said right-of-way line, a distance of 619.2 feet;

easterly, a distance of 620.0 feet to a point;

northerly, a distance of 325.0 feet to a point;

easterly, a distance of 186.0 feet to a point in the westerly line of parcel No. 222-55 and 222-316;

thence northerly, along the westerly line of said parcels No. 222-55 and 222-316, a distance of 1946.3 feet to a point at the southeasterly corner of parcel No. 222-312;

thence westerly, along the southerly line of parcel No. 222-312, a distance of 604.6 feet to a point in the easterly right-of-way line of Reynoldsburg-New Albany Road;

thence northerly, along said right-of-way line, a distance of 358.0 feet to a point;

thence easterly, along the northerly line of said parcel No. 222-312, a distance of 553.5 feet to a point in the westerly line of parcels No. 222-55 and 222-316;

thence northerly along the westerly line of said parcels No. 222-55 and 222-316, a distance of 851.9 feet to a point at the southeasterly corner of parcel No. 222-225;

thence westerly, along the southerly line of said parcel No. 222-225, a distance of 87.5 feet to a point;

Continued.....

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thence northerly, along the westerly line of said parcel No. 222-225, a distance of 278.4 feet to a point in the centerline of State Route 161 (Dublin-Granville Road);

thence easterly along the centerline of said road, a distance of 393.4 feet to a point;

thence southerly, a distance of 276.9 feet to a point;

thence easterly, a distance of 194.1 feet to a point;

thence northerly, a distance of 276.9 feet to a point in the centerline of State Route 161 (Dublin-Granville Road);

thence easterly along the centerline of said road, a distance of 447.7 feet to a point in the westerly line of parcel No. 222-240;

thence northerly, along the westerly line of said parcel No. 222-240 and parcel No. 222-237, a distance of 1093.1 feet to a point at the southeasterly corner of parcel No. 222-19;

thence westerly, along the southerly line of said parcel No. 222-19, a distance of 413.9 feet to a point in the centerline of U.S. Route 62 (Johnstown Road);

thence northeasterly, along the centerline of said road, a distance of 155.7 feet to a point;

thence easterly, along the northerly line of said parcel No. 222-19, a distance of 320.8 feet to a point in the westerly line of parcel No. 222-237;

thence northerly, along the westerly line of said parcel No. 222-237, a distance of 416.3 feet to a point;

thence easterly, along a northerly line of said parcel No. 222-237, a distance of 743.4 feet to a point;

thence northeasterly, along a northwesterly line of said parcel No. 222-237, a distance of 179.1 feet to a point in the southerly line of parcel No. 222-238;

thence along the southerly, westerly and northerly lines of said parcel No. 222-238, the following courses and distances:

westerly, a distance of 720.1 feet to a point;

northeasterly, a distance of 609.1 feet to a point;

northeasterly, a distance of 525.0 feet to a point; and

Continued.....

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southeasterly, a distance of 1392.0 feet to a point at the northeasterly corner of parcel No. 222-237;

thence southeasterly, along the northeasterly line of said parcel No. 222-237, a distance of 680.8 feet to a point at a northwesterly corner of parcel No. 222-103;

thence southeasterly, along the northeasterly line of said parcel No. 222-103, a distance of 1627.6 feet to a point;

thence southerly, a distance of 42.2 feet to a point;

thence westerly, a distance of 90.0 feet to a point;

thence southerly, a distance of 60.8 feet to a point in the centerline of State Route 161 (Dublin-Granville Road);

thence easterly, along the centerline of said road, a distance of 1576.4 feet to a point at the southwesterly corner of parcel No. 220-108;

thence northerly, along the westerly line of said parcel No. 220-108, a distance of 1715.2 feet to a point in the southerly line of parcel No. 220-171;

thence westerly, along the southerly line of said parcel No. 220-171, a distance of 895.1 feet to a point in the centerline of Kitamiller Road;

thence northeasterly, along the centerline of said road, a distance of 260.6 feet to a point;

thence easterly, along the northerly line of said parcel No. 220-171, a distance of 1002.1 feet to a point in Blacklick Creek, being in the westerly line of parcel No. 220-1608;

thence northeasterly, along the meanderings of said Blacklick Creek, a distance of 1442.6 feet to a point at the southeasterly corner of parcel No. 220-1592;

thence westerly, along the southerly line of said parcel No. 220-1592, a distance of 475.8 feet to a point in the centerline of Kitamiller Road;

thence northeasterly, along the centerline of said road, a distance of 139.5 feet to a point at the southeasterly corner of parcel No. 222-680;

thence northwesterly, along the southerly line of said parcel No. 222-680, a distance of 442.1 feet to a point;

Continued.....

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thence northeasterly along the westerly line of said parcel No. 222-680, a distance of 110.0 feet to a point in the southerly line of parcel No. 222-425;

thence westerly along the southerly line of said parcel No. 222-425, a distance of 509.3 feet to a point;

thence northerly, along the westerly line of said parcel No. 222-425, a distance of 1225.6 feet;

thence easterly, along the northerly line of said parcel No. 222-425, a distance of 189.2 feet to a point in the westerly line of parcel No. 222-425;

thence along the westerly, northerly and easterly line of said parcel No. 222-425, the following courses and distances:

northerly, a distance of 136.6 feet to a point;

easterly, a distance of 160.0 feet to a point;

northerly, a distance of 602.9 feet to a point;

northeasterly, a distance of 202.0 feet to a point;

southerly, a distance of 463.8 feet to a point;

easterly, a distance of 161.8 feet to a point; and

southerly, a distance of 1140.4 feet to a point in the northerly line of parcel No. 222-680;

thence easterly, along the northerly line of said parcel No. 222-680, a distance of 393.9 feet to a point in the centerline of Kitzmiller Road;

thence southwesterly, along the centerline of said Kitzmiller Road, a distance of 407.5 feet to a point at the northwesterly corner of parcel No. 220-1592;

thence easterly along the northerly line of said parcel No. 220-1592, a distance of 508.5 feet to a point in Blacklick Creek, being at the southwest corner of parcel No. 220-2081;

thence northeasterly along the meanderings of said Blacklick Creek, a distance of 1396.8 feet to a point at the northwesterly corner of parcel No. 220-191;

thence easterly, along the northerly line of said parcel No. 220-191, a distance of 367.0 feet to a point at the southwest corner of parcel No. 220-365;

Continued.....

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thence along the westerly, northerly and easterly lines of said parcel No. 220-365, the following courses and distances:

northerly, a distance of 793.9 feet to a point;
westerly, a distance of 138.1 feet to a point;
northwesterly, a distance of 245 .0 feet to a point;
easterly, a distance of 93.4 feet to a point;
northerly, a distance of 382.0 feet to a point;
easterly, a distance of 166.0 feet to a point;
southerly, a distance of 390.5 feet to a point;
easterly, a distance of 763.0 feet to a point;
southerly, a distance of 214.5 feet to a point; and
easterly, a distance of 676.2 feet to a point at the northeasterly corner of said parcel No. 220-365;

thence southerly, along the easterly line of said parcel No. 220-365, also parcels No. 220-191, 220-366 and 220-2081, a distance of 2037.1 feet to a point at the northwesterly corner of parcel No. 220-120;

thence easterly, along the northerly line of said parcel No. 220-120, a distance of 1352.0 feet to a point;

thence southerly, along the easterly line of said parcel No. 220-120, a distance of 847.2 feet to a point at the northwesterly corner of parcel No. 220-30;

thence easterly, along the northerly line of said parcel No. 220-30, a distance of 1346.8 feet to a point;

thence southerly, along the easterly line of said parcel No. 220-30, a distance of 2544.8 feet to a point in the centerline of State Route 161 (Dublin-Granville Road);

thence westerly, along the centerline of said State Route 161, a distance of 2711.4 feet to a point at the southwesterly corner of parcel No. 220-120;

thence northerly along the westerly line of said parcel No. 220-120, a distance of 1713.3 feet to a point at the southeasterly corner of parcel No. 220-1608;

Continued.....

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thence westerly along the southerly line of said parcel No. 220-1608, a distance of 1381.2 feet to a point at the northeasterly corner of parcel No. 220-108;

thence southerly, along the easterly line of said parcel No. 220-108, a distance of 1712.3 feet to a point in the centerline of State Route 161 (Dublin-Granville Road);

thence westerly along the centerline of said State Route 161, a distance of 712.0 feet to a point at the northeasterly corner of parcel No. 220-823;

thence along the easterly, southerly and westerly lines of said parcel No. 220-823, the following courses and distances:

southerly, a distance of 1339.1 feet to a point;

easterly, a distance of 396.6 feet to a point;

southerly, a distance of 1181.2 feet to a point;

westerly, a distance of 302.1 feet to a point;

northerly, a distance of 538.5 feet to a point;

easterly, a distance of 240.3 feet to a point;

northerly, a distance of 581.7 feet to a point;

westerly, a distance of 396.4 feet to a point;

northerly, a distance of 1399.9 feet to a point in the centerline of State Route 161 (Dublin-Granville Road);

thence westerly, along the centerline of said State Route 161, a distance of 493.2 feet to a point at the northeasterly corner of parcel No. 220-1024;

thence southerly along the meanderings of Blacklick Creek, a distance of 2384.9 feet to a point at the southwest corner of said parcel No. 220-1024;

thence northerly, along the westerly line of said parcel No. 220-1024, a distance of 449.1 feet to a point at the southeasterly corner of parcel No. 220-471;

thence westerly along the southerly line of said parcel No. 220-471, a distance of 1732.5 feet to a point in the centerline of Kitzmiller Road;

thence northerly, along the centerline of said road, a distance of 104.8 feet to a point at the southeasterly corner of parcel No. 220-831;

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thence westerly, along the southerly line of said parcel No. 220-831, a distance of 953.0 feet to a point in the easterly line of parcel No. 220-660;

thence southerly along the easterly line of said parcel No. 220-660, a distance of 230.8 feet to a point at the northwesterly corner of parcel No. 222-729;

thence easterly, along the northerly line of said parcel No. 222-729, a distance of 943.8 feet to a point in the centerline of Kitzmiller Road;

thence southerly, along the centerline of said road, a distance of 1100.3 feet to a point in a southerly line of parcel No. 222-580;

thence westerly along said southerly line, a distance of 252.5 feet to a point;

thence southerly, along the easterly line of said Parcel No. 222-580, a distance of 153.5 feet to a point in the northerly line of parcel No. 222-625;

thence easterly, along the northerly line of said parcel No. 222-625, a distance of 252.1 feet to a point in the centerline of Kitzmiller Road;

thence southwesterly, along the centerline of said road, a distance of 1778.7 feet to a point at the southeasterly corner of parcel No. 222-553;

thence westerly along the southerly line of said parcel No. 222-553, a distance of 113.1 feet to a point;

thence northerly along the westerly line of said parcel No. 222-553, a distance of 125.0 feet to a point in a southerly line of parcel No. 222-770;

thence westerly along a southerly line of said parcel No. 222-770, a distance of 220.0 feet to a point;

thence southerly, along an easterly line of said parcel No. 222-770, a distance of 130.0 feet to a point at the northwesterly corner of parcel No. 222-869;

thence southeasterly, along the northerly line of said parcel No. 222-869, a distance of 373.3 feet to a point in the centerline of Kitzmiller Road;

Continued.....

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thence southwesterly along the centerline of said Kitzmiller Road, a distance of 363.2 feet to a point in a southerly line of parcel No. 222-770;

thence northwesterly, along a southerly line of said parcel No. 222-770, a distance of 260.0 feet to a point;

thence southerly along an easterly line of said parcel No. 222-770, a distance of 202.1 feet to a point in the northerly line of parcel No. 222-315;

thence easterly along the northerly line of said parcel No. 222-315, a distance of 262.6 feet to a point in the centerline of Kitzmiller Road;

thence southwesterly along the centerline of said Kitzmiller Road, a distance of 428.4 feet to a point at the northwesterly corner of parcel No. 220-1020;

thence easterly, along the northerly line of said parcel No. 220-1020, a distance of 1647.1 feet to a point in Blacklick Creek;

thence southwesterly, along the meanderings of said Blacklick Creek, a distance of 1823.4 feet to a point at the northeasterly corner of parcels No. 220-279 and 220-2062;

thence southerly, along the easterly line of said parcel No. 220-279 and No. 220-2062, a distance of 408.4 feet to a point in Blacklick Creek;

thence southwesterly, along the meanderings of said Blacklick Creek, a distance of 1392.9 feet to a point in the northerly line of parcel No. 220-546;

thence easterly, along the northerly line of said parcel No. 220-546, a distance of 436.6 feet to a point in the centerline of Avis Road;

thence northerly, along the centerline of said Avis Road, a distance of 44.8 feet to a point at the northwesterly corner of parcels No. 220-521 and 220-1767;

thence along the northerly, easterly and southerly lines of said parcels No. 220-521 and 220-1767, the following courses and distances:

easterly, a distance of 389.5 feet to a point;

northerly, a distance of 361.5 feet to a point;

Continued.....

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easterly, a distance of 1901.8 feet to a point;
southerly, a distance of 1032.0 feet to a point;
westerly, a distance of 746.0 feet to a point at the
northeasterly corner of parcel No. 220-909;
thence along the easterly, southerly and westerly lines of
said parcel No. 220-909 the following courses and distances:
southerly, a distance of 1726.2 feet to a point in the
centerline of Morse Road;
westerly, along the centerline of Morse Road a distance of
901.6 feet;
northerly, a distance of 726.0 feet to a point;
westerly, a distance of 300.0 feet to a point;
southerly, a distance of 686.0 feet to a point in the
northerly right-of-way line of Morse Road;
westerly, along said northerly right-of-way line a distance
of 922.7 feet to a point in the easterly right-of-way line of
Avis Road; and
northerly, a distance of 1683.9 feet to a point at the
northwesterly corner of said parcel no. 220-909;
thence easterly, along the northerly line of said parcel
no. 220-909, a distance of 234.0 feet to a point at the
southwesterly corner of parcel No. 220-521 and 220-1767;
thence along the westerly, southerly and northerly lines of
said parcels No. 220-521 and 220-1767 the following courses and
distances:
northerly, a distance of 165.5 feet to a point;
westerly, a distance of 261.9 feet to a point in the
centerline of Avis Road;
northerly, along the centerline of said road a distance of
60.0 feet to a point;
easterly, a distance of 967.9 feet to a point;
northerly, a distance of 165.5 feet to a point; and,

Continued.....

- Page 14 -

westerly, a distance of 968.0 feet to a point in the centerline of Avis Road;

thence southerly, along the centerline of said road, a distance of 158.1 feet to a point at the southeasterly corner of parcel No. 220-546;

thence westerly, along the southerly line of said parcel No. 220-546, a distance of 629.7 feet to a point in Blacklick Creek;

thence southeasterly along the meanderings of said Blacklick Creek a distance of 302.6 feet to a point in the southerly line of parcels No. 220-279 and 220-2062;

thence westerly along the southerly line of said parcels No. 220-279 and 220-2062, a distance of 57.0 feet to a point at the northeasterly corner of parcel No. 220-1083;

thence southwesterly along the easterly line of said parcel No. 220-1083, a distance of 704.2 feet to a point at the northeasterly corner of parcel No. 220-796;

thence southwesterly, along the easterly line of said parcel No. 220-796, a distance of 105.0 feet to a point at the northeasterly corner of parcel No. 220-797;

thence southwesterly, along the easterly line of said parcel No. 220-797, a distance of 199.7 feet to a point at the northeasterly corner of parcel No. 220-360;

thence southwesterly along the easterly line of said parcel No. 220-360, a distance of 55.2 feet to a point;

thence southeasterly along a northerly line of said parcel No. 220-360, a distance of 85.0 feet to a point in Blacklick Creek;

thence southwesterly along the meanderings of said Blacklick Creek, a distance of 1075.8 feet to a point in the centerline of Morse Road;

thence westerly along the centerline of said road, a distance of 75.00 feet to the place of beginning, containing 1766.00 acres excepting Lot 5, Auditor's Parcel Number 222-983, 3.002 acres and Lot 12, Auditor's Parcel Number 222-990, 8.589 acres of "New Albany Farms Section 1" leaving a net acreage of 1754.4 acres of land, more or less.

The above described parcels have within their boundaries New Albany Farms Section 1.

Situated in the State of Ohio, County of Franklin, Plain Local School District, being located in Quarter Township 3, Township 2, Range 16, United States Military Lands and being comprised of the following parcel numbers and acreages: parcels No. 220-893 and 222-340, 42.973 acres; parcel No. 222-399, 14.899 acres; and 222-386, 23.00 acres and being more particularly described as follows:

Beginning at a point in the centerline of Harlem Road at the southeasterly corner of parcel No. 220-893;

thence westerly along a southerly line of said parcel No. 220-893, a distance of 638.7 feet to a point;

thence southerly, a distance of 160.0 feet to a point;

thence westerly, continuing along a southerly line of said parcel No. 220-893, a distance of 1343.4 feet to a point at the southwesterly corner of said parcel no. 220-893;

thence northerly along the westerly line of said parcel No. 220-893, a distance of 1161.4 feet to a point in the northwesterly corner of said parcel No. 220-893;

thence easterly along a northerly line of said parcel No. 220-893, a distance of 1152.5 feet to a point;

thence southerly, a distance of 362.5 feet to a point;

thence easterly, continuing along a northerly line of said parcel No. 220-893, a distance of 659.6 feet to a point in the centerline of Harlem Road;

thence northwesterly along the centerline of said road, a distance of 124.7 feet to a point at the northwesterly corner of parcel No. 222-399;

thence easterly along the northerly line of said parcel No. 222-399, a distance of 1439.2 feet to a point at the northeasterly corner of said parcel No. 222-399;

thence southerly along the easterly line of said parcel No. 222-399, and parcel No. 222-386, a distance of 1758.4 feet to a point in the centerline of State Route 161 (Dublin-Granville Road);

thence westerly, along the centerline of said road, a distance of 690.7 feet to a point;

thence northerly, along the westerly line of said parcel No. 222-386, a distance of 1383.5 feet to a point in the southerly line of parcel No. 222-399;

Continued.....

- Page 2 -

thence westerly, along the southerly line of parcel No. 222-399, a distance of 515.3 feet to a point in the centerline of Harlem Road;

thence southeasterly, along the centerline of said road, a distance of 419.8 feet to the place of beginning, containing 80.872 acres, more or less, 38.730 acres in Village of New Albany and 42.142 acres in Plain Township.

AREA NO. 4
31.04 ACRES

21456E19

Situated in the State of Ohio, County of Franklin, Plain Local School District, being located in Quarter Township 3 and 4, Township 2, Range 16, United States Military Lands and being comprised of the following parcel numbers and acreages:

PARCEL NO.	ACREAGE
222-97	2.556
222-130	
222-61	4.122
222-90	0.670
222-285	4.217
222-169	14.379
222-315	
222-000040	1.233
222-000102	
222-000107	
222-31	0.676
222-62	
222-65	0.172
222-32	0.231
222-122	
222-243	0.115
222-64	0.666
222-111	
222-165	
222-177	
222-170	
222-79	0.168
222-282	0.514
222-235	
222-5	0.833
222-244	1.250
222-164	0.172
222-203	0.551

and being more particularly described as follows:

Beginning at a point in the centerline of State Route 161 (Dublin-Granville Road) at the northwesterly corner of parcel No. 222-107;

thence southeasterly along the centerline of said road, a distance of 587.1 feet to a point at the northeasterly corner of parcel No. 222-130;

thence southerly along the easterly line of said parcel No. 222-130, a distance of 272.8 feet to a point;

thence westerly along the southerly line of said parcel No. 222-30, a distance of 268.1 feet to a point in the easterly right-of-way line of Reynoldsburg-New Albany Road;

Continued.....

21693117

thence northerly along said right-of-way line, a distance of 324.8 feet to a point in the southerly right-of-way line of State Route 161 (Dublin-Granville Road);

thence northwesterly along said right-of-way line, a distance of 77.6 feet to a point in the westerly right-of-way line of Reynoldsburg-New Albany Road;

thence southerly, along said right-of-way line, a distance of 563.6 feet to a point;

thence westerly, along the southerly line of Parcels No. 222-164 and 222-170, a distance of 216.0 feet to a point;

thence northerly along the westerly line of said parcel No. 222-170, a distance of 50.4 feet to a point;

thence westerly, along the southerly line of parcel No. 222-170, a distance of 260.3 feet to a point at the northeasterly corner of parcel No. 2220215;

thence southerly, along the easterly line of said parcel No. 222-215, a distance of 887.8 feet to a point;

thence westerly, along the southerly line of said parcel No. 222-215, a distance of 421.6 feet to a point at the northeasterly corner of parcel No. 222-285;

thence southerly, along the easterly line of said parcel No. 222-285, a distance of 269.8 feet to a point;

thence westerly along the southerly line of said parcel No. 222-285, a distance of 626.6 feet to a point;

thence northerly, along a westerly line of said parcel No. 222-285, a distance of 109.6 feet to a point;

thence westerly, along the southerly line of said parcel No. 222-285, a distance of 447.0 feet to a point in the centerline of U.S. Route 62 (Johnstown Road);

thence northeasterly along the centerline of said road, a distance of 100.0 feet to a point;

thence easterly, along the northerly line of parcel No. 222-285, a distance of 612.2 feet to a point;

thence northerly, along a westerly line of said parcel No. 222-285, a distance of 75.2 feet to a point in the southerly line of parcel No. 222-215;

Continued.....

21593110

thence westerly, along the southerly line of parcel No. 222-215, a distance of 213.5 feet to a point;

thence northeasterly, along the westerly line of parcel No. 222-215, a distance of 834.8 feet to a point at the southeasterly corner of parcel No. 222-203;

thence northwesterly along the southerly line of parcel No. 222-203, a distance of 200.0 feet to a point in the easterly right-of-way line of U.S. Route 62 (Johnstown Road);

thence northeasterly, along said right-of-way line, a distance of 100.0 feet to a point;

thence southeasterly along the northerly line of parcel No. 222-203, a distance of 186.4 feet to a point in the westerly line of parcel No. 222-215;

thence northeasterly, along the westerly line of parcel No. 222-215, a distance of 180.8 feet to a point;

thence easterly, along the northerly line of parcel No. 222-215, a distance of 49.4 feet to a point in the westerly line of parcel No. 222-61;

thence northeasterly along the westerly line of said parcel No. 222-261, a distance of 96.1 feet to a point;

thence northwesterly, along the southerly line of parcel No. 222-261, a distance of 190.0 feet to a point in the centerline of U.S. Route 62 (Johnstown Road);

thence southwesterly, along the centerline of said road, a distance of 41.0 feet to a point at the southeasterly corner of parcel No. 222-235;

thence northwesterly, along the southerly line of parcel No. 222-235, a distance of 171.0 feet to a point;

thence northeasterly, along the westerly line of parcel No. 222-235, a distance of 101.0 feet to a point;

thence southeasterly, along the northerly line of parcel No. 222-235, a distance of 221.3 feet to a point in the centerline of U.S. Route 62 (Johnstown Road);

thence northeasterly along the centerline of said road, a distance of 108.9 feet to a point at the southeasterly corner of parcel No. 222-79;

thence northwesterly, along the westerly line of parcel No. 222-79, a distance of 155.1 feet to a point;

Continue',.....

thence northeasterly, along the northerly line of parcel No. 222-79, a distance of 55.0 feet to a point in the westerly line of parcel No. 222-90;

thence northwesterly, along the westerly line of parcel No. 222-90, a distance of 119.9 feet to a point;

thence southeasterly, along the northerly line of said parcel No. 222-90, a distance of 306.3 feet to a point in the centerline of U.S. Route 62 (Johnstown Road);

thence northeasterly, along the centerline of said road, a distance of 115.2 feet to a point at the northwesterly corner of parcel No. 222-5;

thence southeasterly along the northerly line of said parcel No. 222-5, a distance of 232.2 feet to a point;

thence southerly along the easterly line of parcel No. 222-5 and parcel No. 222-244, a distance of 208.1 feet to a point;

thence easterly along the northerly line of parcel No. 222-82, a distance of 132.0 feet to a point;

thence northerly along the westerly line of parcel No. 222-82 and parcel No. 222-107, a distance of 362.7 feet to the place of beginning, containing 33.0 acres of land, more or less.

21593J20

CONTINUED IN Vol 21694

INDIVIDUAL PARCELS

214666F03

37.481 ACRES

Situated in the State of Ohio, County of Franklin, Plain Local School District, Blendon Township, being located in Quarter Township 4, Township 2, Range 17, United States Military Lands and being all of parcels No. 545-162392 and 545-162363 and being more particularly described as follows:

Beginning at a point in the centerline of Ulry Road in the southwesterly corner of said parcels:

thence northerly along the centerline of said road, a distance of 475.4 feet to a point;

thence along the northerly, easterly and southerly lines of said parcels, the following courses and distances:

easterly, a distance of 255.0 feet to a point;

northerly, a distance of 100.0 feet to a point;

easterly, a distance of 181.0 feet to a point;

northerly, a distance of 740.7 feet to a point;

easterly, a distance of 968.8 feet to a point;

southerly, a distance of 1419.1 feet to a point;

westerly, a distance of 1169.4 feet to a point;

northerly, a distance of 125.0 feet to a point;

westerly, a distance of 230.0 feet to the place of beginning, containing 37.481 acres of land, more or less.

2.878 ACRES

Situated in the State of Ohio, County of Franklin, Plain Local School District, being located in Quarter Township 3, Township 2, Range 16, United States Military Lands and being all of parcel No. 222-479 and being more particularly described as follows:

Beginning at a point in the centerline of Thompson Road at the southwesterly corner of said parcel;

thence northeasterly, along the westerly line of said parcel, a distance of 504.4 feet to a point;

thence easterly, along the northerly line of said parcel, a distance of 180.8 feet to a point;

Continued.....

21604A01

CONTINUED FROM

Vol
21693

- Page 2 -

thence southerly, along the easterly line of said parcel, a distance of 595.7 feet to a point in the centerline of Thompson Road;

thence westerly, along the centerline of said road, a distance of 303.9 feet to the place of beginning, containing 2.878 acres of land, more or less.

7.030 ACRES

Situated in the State of Ohio, County of Franklin, Plain Local School District, being located in Quarter Township 3, Township 2, Range 16, United States Military Lands and being all of parcels No. 222-463 and 222-487 and being more particularly described as follows:

Beginning at a point in the centerline of State Route 161 (Dublin-Granville Road) at the northwesterly corner of said parcel;

thence along the centerline of said road, a distance of 174.6 feet to a point;

thence southerly along the easterly line of said parcel, a distance of 1164.0 feet to a point;

thence easterly, along a northerly line of said parcel, a distance of 339.8 feet to a point;

thence southerly, along the easterly line of said parcel, a distance of 163.1 feet to a point;

thence westerly, along the southerly line of said parcel, a distance of 682.6 feet to a point;

thence northerly, along the westerly line of said parcel, a distance of 163.1 feet to a point;

thence easterly, along a northerly line of said parcel, a distance of 173.0 feet to a point;

thence northerly, along the westerly line of said parcel, a distance of 1125.0 feet to the place of beginning, containing 7.030 acres of land, more or less.

Continued.....

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1.945 ACRES

Situated in the State of Ohio, County of Franklin, Plain Local School District, being located in Section 12, Quarter Township 1, Township 2, Range 16, United States Military Lands and being all of parcel No. 222-836 and being more particularly described as follows:

Beginning at a point in the centerline of U.S. Route 62 (Johnstown Road) at the southwest corner of said parcel;

thence northeasterly along the centerline of said road, a distance of 569.5 feet to a point;

thence southerly, along the easterly line of said parcel, a distance of 152.6 feet to a point;

thence westerly, along the southerly line of said parcel, a distance of 463.3 feet to the place of beginning, containing 1.945 acres of land, more or less.

5.221 ACRES

Situated in the State of Ohio, County of Franklin, Plain Local School District, being located in Quarter Township 4, Township 2, Range 16, United States Military Lands and being all of parcels No. 220-210 and 220-1953 and being more particularly described as follows:

Beginning at a point in the northerly right-of-way line of State Route 161 (Dublin-Granville Road) at the southeasterly corner of said parcel;

thence northeasterly, along said northerly right-of-way line, a distance of 666.8 feet to a point in the westerly right-of-way line of Kitzmiller Road;

thence northerly, along said right-of-way line, a distance of 230.5 feet to a point;

thence easterly, along the northerly line of said parcel, a distance of 754.3 feet to a point;

thence southerly, along the easterly line of said parcel, a distance of 453.3 feet to the place of beginning, containing 5.221 acres of land, more or less.

Continued.....

INDIVIDUAL PARCELS

214666F06

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24.098 ACRES

Situated in the State of Ohio, County of Franklin, Plain Local School District, being located in Quarter Township 4, Township 2, Range 16, United States Military Lands and being 24.098 acres of Parcel No. 222-103, and being more particularly described as follows:

Beginning at a point in the centerline of Kitzmiller Road at the northeasterly corner of said parcel;

thence southerly along the centerline of said road, a distance of 870.4 feet to a point;

thence westerly, a distance of 30.0 feet to a point in the westerly right-of-way line of said Kitzmiller Road;

thence southwesterly, along said right-of-way line, a distance of 213.6 feet to a point;

thence northwesterly, a distance of 1723.4 feet to a point;

thence northerly, along the westerly line of said parcel, a distance of 160.7 feet to a point;

thence easterly, along the northerly line of said parcel, a distance of 928.4 feet to a point;

thence southerly, along an easterly line of said parcel, a distance of 299.6 feet to a point;

thence easterly, continuing along the northerly line of said parcel, a distance of 687.4 feet to the place of beginning, containing 24.098 acres of land, more or less.

2.421 ACRES

Situated in the State of Ohio, County of Franklin, Plain Local School District, being located in Quarter Township 4, Township 2, Range 16, United States Military Lands and being all of parcel No. 222-54 and Parcel No. 222-100, and being more particularly described as follows:

Beginning at a point in the centerline of U.S. Route 62 (East Main Street) at the northeasterly corner of parcel No. 222-54;

Continued.....

INDIVIDUAL PARCELS

21466F07

- Page 5 -

thence southwesterly along the centerline of Main Street, a distance of 409.0 feet to a point;

thence westerly along the southerly line of said parcel No. 222-54 and Parcel 222-100, a distance of 210.9 feet to a point;

thence southerly, along the easterly line of said parcel No. 222-100, a distance of 100.00 feet to a point in the northerly right-of-way line of East Main Street;

thence westerly, along said right-of-way line, a distance of 50.0 feet to a point;

thence northerly along the westerly line of said parcel No. 222-100, a distance of 165.0 feet to a point;

thence easterly, along the northerly line of said parcel No. 222-100, a distance of 90.0 feet to a point in the westerly line of said parcel No. 222-54;

thence northerly along the westerly line of parcel No. 222-54, a distance of 245.7 feet to a point;

thence easterly along the northerly line of said parcel No. 222-54, a distance of 429.4 feet to the place of beginning, containing 2.421 acres of land, more or less.

0.218 ACRE

Situated in the State of Ohio, County of Franklin, Plain Local School District, being located in Quarter Township 4, Township 2, Range 16, United States Military Lands and being all of Parcel N. 222-34 and being more particularly described as follows:

Beginning at a point in the westerly right-of-way line of State Route 605 (North High Street) at the northeasterly corner of said parcel:

thence southerly, along said right-of-way line, a distance of 8.90 feet to a point;

thence westerly, along the southerly line of said parcel, a distance of 100.0 feet to a point;

thence northerly, along the westerly line of said parcel, a distance of 89.0 feet to a point;

Continued.....

21694A05

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thence easterly, along the northerly line of said parcel, a distance of 100.0 feet to the place of beginning, containing 0.218 acre of land, more or less.

3.169 ACRES

situated in the State of Ohio, County of Franklin, Plain Local School District, being located in Quarter Township 4, Township 2, Range 16, United States Military Lands and being all of parcels No. 222-62, 222-227, 222-129 and 222-151 and being more particularly described as follows:

Beginning at a point in the centerline of State Route 161 (West Granville Street) at the southeasterly corner of said parcel No. 222-62;

thence northwesterly, along the centerline of said West Granville Street, a distance of 327.2 feet to a point;

thence northerly, along the westerly line of parcel No. 222-151, a distance of 190.5 feet to a point;

thence continuing along said westerly line, a distance of 123.7 feet to a point;

thence easterly, along the northerly line of parcel No. 222-151 and parcel No. 222-62, a distance of 363.2 feet to a point;

thence southerly, along the easterly line of parcel No. 222-62, a distance of 449.4 feet to the place of beginning, containing 3.169 acres of land, more or less.

0.195 ACRE

Situated in the State of Ohio, County of Franklin, Plain Local School District, being located in Quarter Township 4, Township 2, Range 16, United States Military Lands, being all of parcels No. 222-81 and 222-921 and being more particularly described as follows:

Beginning at a point in the southerly right-of-way line of U.S. Route 62 (West Main Street) at the northwesterly corner of said parcel;

thence easterly along said right-of-way, a distance of 52.4 feet to the westerly right-of-way line of State Route 605 (South High Street);

Continued.....

INDIVIDUAL PARCELS

21466F09

- Page 7 -

thence southerly, along said westerly right-of-way line, a distance of 100.0 feet to a point;

thence westerly, along the southerly line of said parcel, a distance of 115.7 feet to a point in the southeasterly right-of-way line of said West Main Street;

thence northeasterly, along said right-of-way line, a distance of 117.8 feet to the place of beginning, containing 0.195 acre of land, more or less.

0.248 ACRE

Situated in the State of Ohio, County of Franklin, Plain Local School District, being located in Quarter Township 4, Township 2, Range 16, United States Military Lands, being all of parcels No. 222-71 and 222-74 and being more particularly described as follows:

Beginning at a point in the westerly right-of-way line of State Route 605 (South High Street) at the northeasterly corner of parcel No. 222-71;

thence southerly, along said right-of-way line, a distance of 108.0 feet to a point;

thence westerly along the southerly line of parcel No. 222-74, a distance of 100.0 feet to a point;

thence northerly, along the westerly line of parcels No. 222-71 and 222-74, a distance of 108.0 feet to a point;

thence easterly, along the northerly line of parcel No. 222-71, a distance of 100.0 feet to the place of beginning, containing 0.248 acre of land, more or less.

0.115 ACRE

Situated in the State of Ohio, County of Franklin, Plain Local School District, being located in Quarter Township 4, Township 2, Range 16, United States Military Lands, being all of parcel No. 222-45, and being more particularly described as follows:

Beginning at a point in the westerly right-of-way line of South Second Street at the northeasterly corner of said parcel;

Continued.....

21696A07

INDIVIDUAL PARCELS

21466F10

- Page 8 -

thence southerly, along said right-of-way line, a distance of 50.0 feet to a point;

thence westerly, along the southerly line of said parcel, a distance of 100.0 feet to a point;

thence northerly, along the westerly line of said parcel, a distance of 50.0 feet to a point;

thence easterly, along the northerly line of said parcel, a distance of 100.0 feet to the place of beginning, containing 0.115 acre of land, more or less.

The above twelve (12) parcels have a combined acreage of 85.019 acres of land, more or less.

21694A08

TIME 2 15 P.M.

RECORDED FRANKLIN CO., OHIO

DEC 31 1992

RICHARD B. MITCHELL, RECORDER

RECORDER'S FEE 108.00

66

TWENTIETH SUPPLEMENTAL DECLARATION OF COVENANTS AND RESTRICTIONS FOR THE NEW ALBANY COMMUNITY AUTHORITY

THIS TWENTIETH SUPPLEMENTAL DECLARATION OF COVENANTS AND RESTRICTIONS FOR THE NEW ALBANY COMMUNITY AUTHORITY (the "Twentieth Supplemental Declaration") is made as of the 24-day of March, 2004, by THE NEW ALBANY COMPANY LLC, a Delaware limited liability company, formerly known as The New Albany Company, an Ohio general partnership (hereinafter referred to as "Private Developer").

WHEREAS on May 24, 1991, the Private Developer filed that certain Declaration of Covenants and Restrictions for The New Albany Community Authority (the "Declaration") recorded at OR 16999C04 in the office of the Recorder, Franklin County, Ohio;

WHEREAS, pursuant to the terms of Article III of the Declaration, the Private Developer reserved the right to submit Additional Property to the covenants, restrictions and provisions of the Declaration; and

WHEREAS, the owners of all the real property located in Franklin County, Ohio, more particularly described in Exhibit A attached hereto and incorporated herein by reference, desires and have committed and consented in writing to submit such property to the covenants, restrictions and provisions of the Declaration; and

WHEREAS, this additional land will be added to The New Albany Community Authority;

NOW THEREFORE, pursuant to the powers reserved in Article III of the Declaration, Private Developer hereby declares that all the real property described in Exhibit A shall be held, sold, conveyed, encumbered, leased, occupied and improved, subject to the covenants, restrictions and provisions of the Declaration as the same is supplemented and amended from time to time, which shall run with the real property described in Exhibit A and shall be binding upon, and insure to the benefit of, all parties now or hereafter having any right, title or interest in such property or any part thereof, and their heirs, personal and legal representatives, successors and assigns.

The Private Developer has executed this Twentieth Supplemental Declaration as of the date first above written.

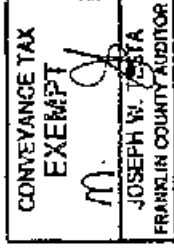
THE NEW ALBANY COMPANY LLC, a
Delaware limited liability company


Brent Bradbury, Chief Financial Officer

TRANSFER
NOT NECESSARY

MAR 12 2004

1. JOSEPH W. TESTA
AUDITOR
FRANKLIN COUNTY, OHIO



200403120054824



Fee: \$ 94.00 Tax: 00002643
200403120054824 2:28PM BOSTON/RT 117
Franklin County Recorder

Stewart Title Agency
of Columbus Box



STATE OF OHIO)
) SS.
COUNTY OF FRANKLIN)

The foregoing instrument was acknowledged before me this 04th day of March, 2004, by Brent Bradbury, as Chief Financial Officer of THE NEW ALBANY COMPANY LLC, a Delaware limited liability company, on behalf of the company.


Notary Public

LISA J. DINGER
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES SEPTEMBER 26, 2008

This instrument prepared under the direction of:
The New Albany Company LLC
6525 W. Campus Oval, Suite 100
New Albany, Ohio 43054
(614) 939-8000

EXHIBIT "A"

Situated in the State of Ohio, County of Franklin, and Village of New Albany:

Being Lots 1 to 35, all inclusive, and areas designated as "Reserve 'A'", "Reserve 'B'" and "Reserve 'C'" of THE NEW ALBANY COUNTRY CLUB SECTION 20, PART 1, as the same are numbered and delineated upon the recorded plat thereof, of record in Plat Book 103, Pages 84 and 85, Recorder's Office, Franklin County, Ohio.

Exhibit "A"

6.495 ACRES

#688

Situated in the State of Ohio, County of Franklin, Village of New Albany, located in Quarter Township 3, Township 2, Range 16, United States Military Lands and being all of those tracts as conveyed to Lawrence B. Culp by deed of record in Official Record 11378A19 and Official Record 27298117 (all references refer to the records of the Recorder's Office, Franklin County, Ohio) being more particularly bounded and described as follows:

Beginning, for reference, at the centerline intersection of Johnstown Road and Thompson Road;

thence North 86° 19' 35" West, with the centerline of said Thompson Road, a distance of 858.28 feet to a mag nail set at the southwesterly corner of that 1.513 acre tract as conveyed to The New Albany Company, LLC by deed of record in Instrument Number 199908240215223, being the True Point of Beginning;

thence North 86° 19' 35" West, continuing with said centerline, (passing a railroad spike found at 156.00 feet) a distance of 469.05 feet to a mag nail set at the southeasterly corner of that tract as conveyed to Ray Wilcox by deed of record in Official Record 6885F15;

thence North 03° 08' 45" East, with the easterly line of said Wilcox tract, (passing an iron pin found at 20.00 feet) a distance of 605.14 feet to an iron pin set in the southerly line of that 130.155 acre tract as conveyed to The New Albany Company by deed of record in Official Record 12773C08;

thence South 86° 46' 26" East, with the southerly line of said 130.155 acre tract, a distance of 475.93 feet to an iron pin set in the westerly line of that 4.988 acre tract as conveyed to The New Albany Company by deed of record in Official Record 14626F01;

thence South 18° 09' 31" West, with the westerly line of said 4.988 acre tract, a distance of 174.18 feet to an iron pin set at the southwesterly corner of said 4.988 acre tract;

thence South 85° 54' 31" East, with the southerly line of said 4.988 acre tract, a distance of 42.28 feet to an iron pin set at the northwesterly corner of said 1.513 acre tract;

thence South 03° 40' 25" West, with the westerly line of said 1.513 acre tract, (passing an iron pin found at 419.88 feet) a distance of 439.88 feet to the True Point of Beginning, and containing 6.495 acres of land, more or less, of which 0.215 acres lie within the present right-of-way of Thompson Road, leaving a net acreage of 6.280 acres

Exhibit 'A'

6.495 ACRES

-2-

Subject, however, to all legal rights-of-way and/or easements, if any, of previous record.

Iron pins set, where indicated, are iron pipes, thirteen sixteenths (13/16) inch inside diameter, thirty (30) inches long with a plastic plug placed in the top bearing the initials EMMETT INC.

Bearings herein are based on North 86° 19' 35" West, for the centerline of Thompson Road as shown on Official Record 26621A14, Recorder's Office, Franklin County, Ohio.



EVANS, MECHWART, HAMBLETON, & TILTON, INC.

Clark E. White 6/4/02

Clark E. White

Registered Surveyor No. 7868

CEW/awb/ky/02/11/02

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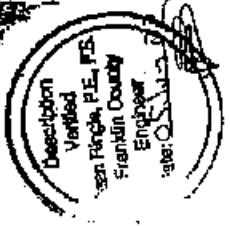


Exhibit "A"

6.995 ACRES

#1771

Situated in the State of Ohio, County of Franklin, Village of New Albany, Quarter Township 3, Township 2, Range 16, United States Military Lands and being all of that tract as conveyed to Ray Wilcox by deed of record in Official Record 6885F15 (all references refer to the records of the Recorder's Office, Franklin County, Ohio) and more particularly bounded and described as follows:

Beginning, for reference, at the centerline intersection of Johnstown Road and Thompson Road;

thence North 86° 19' 35" West, with the centerline of said Thompson Road, a distance of 1327.34 feet to a railroad spike found at the southwesterly corner of that tract as conveyed to Lawrence B. Cullip by deed of record in Official Record 11378A19, being the True Point of Beginning;

thence North 86° 19' 35" West, continuing with said centerline, a distance of 505.20 feet to a mag nail set at the southeasterly corner of that 3.0 acre tract as conveyed to The New Albany Company by deed of record in Official Record 12773F17;

thence North 03° 08' 38" East, with the easterly line of said 3.0 acre tract, (passing an iron pin found at 20.00 feet) a distance of 601.19 feet to an iron pin found at the northeasterly corner of said 3.0 acre tract, being in a southerly line of that 130.155 acre tract as conveyed to The New Albany Company by deed of record in Official Record 12773C08;

thence South 86° 46' 26" East, with the southerly line of said 130.155 acre tract, a distance of 505.20 feet to an iron pin set at the northwesterly corner of said Cullip tract;

thence South 03° 08' 45" West, with the westerly line of said Cullip tract, a distance of 605.14 feet to the True Point of Beginning, and containing 6.995 acres of land, more or less, of which 0.232 acre lies within the right-of-way of Thompson Road, leaving a net acreage of 6.763 acres.

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Subject, however, to all legal rights-of-way and/or easements, if any, of previous record.

Iron pins set, where indicated, are iron pipes, thirteen sixteenths (13/16) inch inside diameter, thirty (30) inches long with a plastic plug placed in the top bearing the initials EMHT INC.

Bearings herein are based on North 86° 19' 35" West, for the centerline of Thompson Road as shown in Official Record 26621A14, Recorder's Office, Franklin County, Ohio.



EVANS, MECHEWART, HAMBLETON, & TILTON, INC.
Clark E. White
Clark E. White
Registered Surveyor No. 7868



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DECLARATION OF CONSENTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
FOR
THE NEW ALBANY COMMUNITY

Franklin State *
Doc # 241P
Date

THE
COUNTY OF FRANKLIN, OHIO

DEC 3 1990

RECORDED

BY 117.00

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10726 PAGE 403
JULIUS W. TESTA
RECORDER
FRANKLIN COUNTY, OHIO

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**DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS FOR THE NEW ALBANY COMMUNITIES**

THIS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS is made on the 1st day of ~~September~~, 1990, by THE NEW ALBANY COMPANY, an Ohio partnership, hereinafter referred to as the "Declarant".

Declarant is the owner of all that certain real property located in Franklin County, Ohio, more particularly described on Exhibit A attached hereto (the "Initial Property," which property, together with all real property submitted to this Declaration from time to time pursuant to Article III hereafter, is collectively referred to as "The New Albany Communities") and hereby makes this Declaration of Covenants, Conditions, Restrictions and Easements (the "Declaration") for the New Albany Communities for the purposes hereinafter set forth.

Declarant hereby declares that the Initial Property and any properties subsequently Annexed hereto in accordance with the provisions of this Declaration, shall be held, sold, conveyed, encumbered, leased, occupied and improved subject to the following covenants, conditions, restrictions, easements and provisions, which shall run with the Initial Property and any such subsequently annexed properties and shall be binding upon, and inure to the benefit of, all parties now or hereafter having any right, title or interest in such property or any part thereof, and their heirs, personal and legal representatives, successors and assigns.

ARTICLE I

PURPOSE AND INTENT

Declarant is the owner of certain real property located in Franklin County, Ohio and Licking County, Ohio, now known as or to be known as The New Albany Communities. In order to establish and create a general plan and common scheme for the improvement and maintenance of the property now or in the future comprising The New Albany Communities and in order to protect property values and to contribute to the health, safety and welfare of the property owners and residents of The New Albany Communities, the Declarant has declared that the Initial Property and other properties located within the Expansion Properties and later Annexed to The New Albany Communities shall be held, sold, conveyed, encumbered, leased, occupied and improved subject to the covenants, conditions, restrictions, easements, encumbrances, rights and other matters set forth in this Declaration and in the other Master Community Documents.

It is the intention of Declarant that The New Albany Communities shall consist of separately developed Communities. Owners in each Community either have or will have interests common to all other Owners within all Communities comprising The New Albany Communities. As is or may be the case with each Community now or hereafter comprising The New Albany Communities, owners within each Community either have or will have certain interests in addition to those common to and distinct from owners with other Communities. Therefore, all properties within The New Albany Communities shall be subject not only to the Master Community Documents, but also to the Community Documents applicable to that Community.

Declarant desires and intends to develop a quality project in The New Albany Communities including residential facilities of all types and recreational facilities and amenities. This Declaration is imposed for the benefit of all Owners and creates specific rights and privileges which may be shared and enjoyed by all Owners and certain obligations which must be performed by all Owners.

ARTICLE II

DEFINITIONS

Certain words and terms as used in this Declaration shall have the meanings given to them by the definitions and descriptions in this Article.

"Annexation" or "Annex" or "Annex" shall mean the process by which portions of the Expansion Properties are made subject to this Declaration pursuant to Article III hereof.

"Articles" or "Articles of Incorporation" shall mean the Articles of Incorporation of the Master Association which are filed with the Secretary of State of Ohio.

"Assessed Valuation" of any Site situated in The New Albany Communities shall mean, as the context requires, one of the following:

- (a) the 100% full market valuation (being for purposes of real property taxation the "true value" as opposed to a percentage thereof giving the "taxable value") of the land and the Buildings and other Improvements situated thereon as determined by the Franklin County, Ohio Auditor as of January 1 of each year for Franklin County, Ohio real estate tax purposes pursuant to Ohio Revised Code Chapter 5713 and as reflected on November 1 of that year in the real property

records adopted, from time to time, by the Franklin County, Ohio Auditor pursuant to Ohio Revised Code Section 5713.03 regardless of (1) any reduction or rebate of real estate taxes assessed against such property, (ii) any reduction of real property taxes on such property by virtue of the homestead reduction available to persons 65 years of age or older pursuant to Ohio Revised Code Section 323.132 and (iii) any reduction of real property taxes on such property pursuant to any other applicable statute or ordinance enacted for the purpose of reducing real estate taxes for certain persons in the State of Ohio, or

(b) if the real property records in the Franklin County, Ohio Auditor's office do not reflect on November 1 of each year the completed value of a single family residence on a Privately Owned Site as of January 1 of that year and a building permit for a single family residence has been issued by any governmental authority prior to November 1 of that year for such Site, then the 100% full market valuation of land only for that Site (as determined in subpart (a) above) plus the cost of the proposed single-family residence stated on such building permit, or

(c) if on November 1 after the third anniversary of the initial conveyance of a Privately Owned Site by Declarant, the real property records in the Franklin County, Ohio Auditor's office do not reflect the completed value of a single family residence on such Site, and no building permit has been issued by any governmental authority for such Site, then the average Assessed Valuation (as computed in subpart (a) above) for all Privately Owned Sites within the applicable Community for which the value of a completed single family residence is reflected in the records of the Franklin County, Ohio Auditor's office on November 1 of that year, or

(d) if the Franklin County, Ohio Auditor's office has not yet assigned a true value to a Site on November 1 of any year or if the Franklin County, Ohio Auditor shall ever cease to determine the true value of real property or to impose or collect real estate taxes, then the amount determined by the Board, in its sole and absolute discretion, by such criteria as the Board may establish from time to time.

"Assessments" shall mean Base, Special, Default and User Assessments, collectively, levied by the Master Association pursuant to the terms of this Declaration to provide the funds to meet the estimated cash requirements of the Master Association.

"Base Assessment" shall mean the Assessments levied in accordance with Section 6.4 of this Declaration.

"Board of Trustees" or "Board" shall mean the board of trustees of the Master Association.

"Building" shall mean a building or structure constructed on a Privately Owned Site or on the Common Area.

"C.P.I." shall mean and refer to the Consumer Price Index for all Urban Consumers, U.S. City Average, All Items, 1982-84=100, published by the Bureau of Labor Statistics, United States Department of Labor; provided, however, that if the compilation or publication, or both, of the index shall be transferred to any other department, bureau or agency of the United States Government, or if the bureau shall adopt a successor index, the index published by such successor department, bureau or agency or the successor index shall be adopted and used as a standard hereunder. In the event no index level is published on any date on which adjustment is required to be made under this Declaration, the levels for computation shall be arrived at by interpolation from the published levels nearest to the date on which the levels are to be determined.

"Club Corporation" shall mean and refer to The New Albany Country Club Corporation, an Ohio corporation, its successors or assigns.

"Club Facilities" shall mean those certain facilities located in the New Albany Communities, including a golf course and any clubhouse and related facilities such as parking lots, swimming pool, tennis courts, and other health or recreational facilities now or hereafter owned or operated by Declarant or the Club Corporation or their respective successors in interest or assigns.

"Code of Regulations" shall mean the code of regulations of the Master Association.

"Common Area" shall mean all real property in which the Master Association owns an interest for the common use and enjoyment of all of the Members. Such interest may include, without limitation, estates in fee, for a term of years, or easements.

"Community" shall mean a particular area located within The New Albany Communities which is designated by the Declarant as a Community in a declaration of covenants, condition, restrictions and easements for that Community recorded in the office of the Recorder of the county or counties in which that Community is located.

"Community Association" shall mean and refer to any non-profit corporation established in accordance with Community Documents for a Community.

"Community Association Properties" shall mean all real and personal property now or hereafter owned by any Community Association or, with respect to which any Community Association adds an easement for the use, care or maintenance thereof or with respect to which it holds any right, title or interest.

"Community Documents" shall mean any and all documents, instruments and agreements established by Declarant creating and governing any Community including, but not limited to, for such Community, the declaration of covenants, conditions, restrictions and easements, the articles of incorporation and code of regulations of the Community Association, the design guidelines and any procedures, rules, regulations or policies adopted thereunder by the Community Association or the architectural review committee.

"Community Representatives" shall mean and refer to the persons elected by the members of a Community to vote on behalf of the members of a Community on Master Association matters.

"Declarant" shall mean The New Albany Company, an Ohio partnership, and its successors in interest. A person or entity shall be deemed a successor in interest of Declarant only if specifically so designated in a duly recorded written instrument as a successor or assign of Declarant under this Declaration and/or under a Supplemental Declaration and shall be deemed a successor in interest of Declarant only as to the particular rights or interests of Declarant under this Declaration or under such Supplemental Declaration which are specifically designated in the recorded written instrument.

"Declaration" shall mean this Declaration of Covenants, Conditions, Restrictions and Easements as amended or supplemented by Supplemental Declarations from time to time.

"Default Assessment" shall mean an Assessment levied in accordance with Section 8.7 of this Declaration.

"Dwellings" is defined in Section 10.30 hereof.

"Eligible Holder" is defined in Section 11.2 hereof.

"Expansion Properties" shall mean any real property within the area described in Exhibit B.

"FHLMC" shall mean Federal Home Loan Mortgage Corporation or the mortgage corporation created by Title III of the Emergency Home Finance Act of 1970, including any successor thereto.

"FHMA" shall mean Federal National Mortgage Association, a government sponsored private corporation established as such pursuant to Title VIII of the Housing and Urban Development Act of 1968, including any successor thereto.

"Government Mortgage Agencies" shall mean the FHLMC, the FHA, and any similar entity, public or private, authorized, approved or sponsored by any governmental agency to insure, guarantee, make or purchase mortgage loans.

"Improvement" shall mean any and all buildings and structures, parking areas, loading areas, fences, walls, hedges, plantings, poles, driveways, ponds, lakes, recreational facilities, signs, changes in any exterior color or shape, excavation and any and all other site work including, without limitation, grading, road construction, utility improvements, removal of trees or plantings, and any new exterior construction or exterior improvement which may not be included in the foregoing. "Improvement" does not include turf, shrub, or tree repair or replacement of a magnitude which does not change exterior colors or exterior appearances. "Improvement" does include both original improvements and all later changes and improvements.

"Initial Property" shall mean all of the real property described in Exhibit A attached hereto.

"Maintenance Fund" shall mean the fund created by Assessments and fees levied pursuant to Article VIII hereof to provide the Master Association with the funds it requires to carry out its duties hereunder.

"Manager" shall mean any person or entity retained by the Master Association to perform certain functions of the Master Association pursuant to this Declaration.

"Master Association" shall mean The New Albany Communities Master Association, Inc., an Ohio nonprofit corporation, or any successor thereof by whatever name, charged with the duties and obligations set forth in this Declaration and the Articles of Incorporation and/or Code of Regulations.

"Master Association Properties" shall mean all real and personal property, including, but not limited to, the Common Area and Improvements, now or hereafter owned by the Master Association or with respect to which the Master Association holds an easement for the use, care or maintenance thereof or with respect to which it holds any right, title or interest.

"Master Association Rules" shall mean the rules adopted by the Master Association as provided in Section 5.15.

"Master Community Documents" shall mean any and all documents, instruments, and agreements established by Declarant creating and governing The New Albany Communities including, but not limited to, this Declaration, the Articles of Incorporation and/or Code of Regulations and any procedures, rules, regulations or policies adopted by the Master Association.

"Member" shall mean any person or entity holding membership in the Master Association.

"Mortgage" shall mean any mortgage, deed of trust, or other document pledging a Privately Owned Site or interest therein as security for the payment of a debt or obligation. "First Mortgage" means any Mortgage which is not subject to any lien or encumbrance except liens for taxes or other liens which are given priority by statute.

"Mortgagee" shall mean the holder or beneficiary of a Mortgage as well as a named mortgagee. "First Mortgagee" means any person named as a Mortgagee under a First Mortgage, or any successor to the interest of any such person under a First Mortgage.

"Owner" shall mean the record owner, whether one or more persons or entities, of a fee simple title to any Privately Owned Site, but shall not mean or refer to any person or entity who holds such interest merely as Mortgagee, unless and until such person or entity has acquired fee simple title whether pursuant to foreclosure or otherwise.

"Plat" shall mean any plat map filed in the office of the Recorder of Franklin County, Ohio, as they may be amended from time to time, describing all or any portion of The New Albany Communities.

"Privately Owned Site" or "Site" shall interchangeably mean (a) any lot or parcel of land depicted on a Plat, (b) any real property identified as a separate tax parcel in the office of the Auditor of Franklin County, Ohio, or (c) any real property designated as a Privately Owned Site by Declarant including any improvements thereon within The New Albany Communities provided, however, "Privately Owned Site" or "Site" shall not include: (i) any property owned by a public body, (ii) the Master Association Properties, or (iii) any Community Association Properties.

"Related User" shall mean a person who obtains all or certain rights of an Owner by reason of such person claiming or being entitled to such rights by, through or under such Owner. Without limiting the generality of the foregoing, "Related User" shall include any occupant, tenant, family member or contract purchaser of an Owner who resides on the Privately Owned Site of such Owner and any natural person who is a guest or invitee of such Owner or of such person.

"Scenic Corridor" is defined in Section 5.3 hereof.

"Services" is defined in Section 10.30 hereof.

"Special Assessment" shall mean the Assessments levied in accordance with Section 8.6 of this Declaration.

"Supplemental Declaration" shall mean a written instrument which is executed and recorded for the purpose of amending, modifying or supplementing this Declaration or for the purpose of subjecting all or any portion of the Expansion Properties to this Declaration.

"The New Albany Communities" shall mean the Initial Property, together with any additional real property which is or hereafter may become subject to this Declaration pursuant to the terms hereof.

"Turnover Date" is defined in Section 4.5 hereof.

"User Assessments" shall mean the Assessments levied in accordance with Section 8.8 of this Declaration

"Voting Member" shall mean the Members of the Master Association entitled to vote on Master Association matters.

ARTICLE III

EXPANSION

Declarant reserves the right, but shall not be obligated, to expand The New Albany Communities to include all or part of the Expansion Properties. Declarant shall have the unilateral right to transfer to any other person the right to expand which is hereby reserved by an instrument duly recorded. Such expansion may be accomplished by recording a Supplemental Declaration in the records of the Recorder of the county or counties in which such Expansion Properties are located, describing the real property to be Annexed and submitting it to the covenants, conditions, restrictions, easements and provisions of this Declaration. Such Supplemental Declaration shall not require the consent of the Owners. Any such expansion shall be effective upon the filing for record of such Supplemental Declaration except as provided therein. The expansion may be accomplished in stages by successive Supplemental Declarations or in one Supplemental Declaration. Any Supplemental Declaration may add, delete, or modify provisions of this Declaration as it applies to the property being Annexed, provided, however, that this Declaration may not be modified with respect to property already subject to the Declaration except as provided herein for amendment.

ARTICLE IV

MASTER ASSOCIATION OPERATIONS

Section 4.1. Master Association. The Master Association has been or will be formed as an Ohio nonprofit corporation. The Master Association shall have the duties, powers and rights set forth in this Declaration and in the Articles of Incorporation and/or Code of Regulations.

Section 4.2. Membership in the Master Association. Each Owner of a Privately Owned Site within The New Albany Communities shall be a Member of the Master Association. There shall be one membership in the Master Association for each Privately Owned Site within The New Albany Communities. Each Community Representative shall be deemed to be a Voting Member of the Master Association. The person or persons who constitute the Owner of a Privately Owned Site shall automatically be the holder or holders of the membership in the Master Association appurtenant to that Privately Owned Site, and such membership shall automatically pass with fee simple title to the Privately Owned Site. No Owner, whether one or more persons, shall have more than one membership per Site owned, and in the event the Owner of a Site is more than one person, votes and rights of use and enjoyment shall be as provided hereinafter and in the Code of Regulations. The membership rights of a Site owned by a corporation, partnership or other legal entity shall be exercised by the individual designated from time to time by the Owner in a written instrument provided to the secretary of the Master Association, subject to the provisions of this Declaration and the Code of Regulations. Declarant shall hold a separate membership in the Master Association for each Privately Owned Site owned by Declarant. Membership in the Master Association shall not be assignable separate and apart from fee simple title to a Privately Owned Site, except that an Owner may assign some or all of such Owner's rights as an Owner to use Improvements or otherwise to a Related User or Mortgagee and may arrange for a Related User to perform some or all of such Owner's obligations as provided in this Declaration, but no assignment shall be permitted to relieve such Owner of the responsibility for fulfillment of all of the obligations of an Owner under this Declaration.

Section 4.3. Voting.

4.3.1. Voting on Master Association matters requiring a vote will be conducted by Voting Members which shall be the Community Representatives elected by the members of each Community Association in accordance with the Community Documents pertaining to such Community Association. Each Community Representative will be entitled to one vote for each Site in the Community which is one acre or less in size. If a Site is greater in size than one acre, the Community Representative will be entitled to one vote for each acre or portion thereof for each such Site. Community Representatives shall not be entitled to cast any votes on behalf of Sites owned by the Declarant.

4.3.2. For purposes of voting, the Club Facilities shall be considered a Community and the Club Corporation shall designate one Community Representative to vote on its behalf on all Master Association matters requiring a vote of the Members. The Community Representative designated by the Club Corporation will be entitled to 230 votes.

Section 4.4. Board of Trustees. The affairs of the Master Association shall be managed by a Board of Trustees. Subject to the provisions of Section 4.5 hereof, the number, term, election and qualifications of the Board of Trustees shall be fixed in the Articles of Incorporation and/or Code of Regulations. The Board of Trustees may, by resolution, delegate portions of its authority to an executive committee or to other committees, to tribunals, to Managers, to officers of the Master Association, or to agents and employees of the Master Association, but such delegation of authority shall not relieve the Board of Trustees of the ultimate responsibility for management of the affairs of the Master Association. Action by or on behalf of the Master Association may be taken by the Board of Trustees or any duly authorized executive committee, officer, Manager, agent or employee without a vote of Members, except as otherwise specifically provided in this Declaration.

Section 4.5. Membership of Board of Trustees. Until the closing of the sale of 100 Privately Owned Sites to non-Declarant Owners, the number of trustees shall be three and Declarant shall have the right to elect all three of such trustees. Thereafter and until the Turnover Date, the Board of Trustees shall consist of seven trustees, and Declarant shall have and hereby reserves the continuing right to appoint four of such trustees and the Voting Members shall have the right to elect three of such trustees in accordance with the Code of Regulations. After the Turnover Date, the Board of Trustees shall be elected by the Voting Members in accordance with the Code of Regulations. The trustees appointed by the Declarant shall have a fiduciary duty solely to the Declarant and will act solely on behalf of the Declarant. The trustees elected by the Voting Members shall have a fiduciary duty to all Members. The "Turnover Date" shall mean the earliest of the following dates: (a) the date that all the Expansion Properties have become part of The New Albany Communities and the last Privately Owned Site within The New Albany Communities has been sold and conveyed by Declarant to a non-Declarant Owner; or (b) the date that Declarant has voluntarily relinquished its right to appoint such four trustees. The document by which Declarant voluntarily relinquishes its right to appoint trustees as described in subsection (b) in the immediately preceding sentence may allow Declarant to reserve the right to require Declarant's prior written approval of certain actions by the Board of Trustees including, by way of illustration but not limitation, the following: (i) any action that increases the Base Assessment only on Declarant's property or imposes a Special Assessment only on Declarant's property, and (ii) any action that, in Declarant's opinion, impairs or restricts Declarant's ability to develop and market its property

within The New Albany Communities or the operation of the Club Facilities and other projects developed by Declarant or its assigns which are within The New Albany Communities.

ARTICLE V

DUTIES AND POWERS OF THE MASTER ASSOCIATION

Section 5.1. General Duties and Powers of the Master Association. The Master Association has been formed to further the common interests of the Owners. The Master Association, acting through the Board or through persons to whom the Board has delegated such powers, shall have the duties and powers hereinafter set forth and, in general, the power to do anything that may be necessary or desirable to further the common interests of the Owners, to maintain, improve and enhance the Master Association Properties and to improve and enhance the attractiveness, desirability and safety of The New Albany Communities.

Section 5.2. Duty to Accept Properties and Facilities Transferred by Declarant. The Declarant may hereafter convey certain areas of land to the Master Association as Common Area intended for common use by the Owners in The New Albany Communities for purposes including the location of signs for identification of the Master Association Properties and recreational facilities and other purposes. The areas so designated by Declarant are dedicated hereby to the common use and enjoyment of the Owners, and their families, tenants, employees, guests and invitees, and not to the use of the general public. The Declarant may hereafter convey other real or personal property, or interests therein to the Master Association for the use and enjoyment of all or certain of the Owners for the purposes as may be permitted by this declaration. The Master Association shall accept title to any interest to any real or personal property transferred to it by Declarant. After any such transfer, the Master Association shall have the sole responsibility to perform any and all duties associated therewith, provided that such property and duties are not inconsistent with the provisions contained in this Declaration. Property interests transferred to the Master Association by Declarant may include fee simple title, easements, leasehold interests and licenses to use. Any property or interest in property transferred to the Master Association by Declarant shall be appurtenant to or associated with property located within the boundaries of the area comprised of the initial property and the Expansion Properties. Any fee simple interest in property transferred to the Master Association by Declarant shall, except to the extent otherwise specifically approved by resolution of the Board of Trustees, be transferred to the Master Association by limited warranty deed, free and clear of all liens (other than the lien for property taxes and assessments not then due and payable), but shall be subject to the terms of this Declaration, and any and all easements, rights-of-way, reservations, covenants, conditions, restrictions, equitable servitudes and other encumbrances granted or reserved by Declarant. The property or interest in property transferred to the Master Association by

Declarant may impose special restrictions governing the uses of such property and special obligations on the Master Association with respect to the maintenance of such property.

THE MASTER ASSOCIATION SHALL ACCEPT "AS IS" THE CONVEYANCE OF SUCH PROPERTY WITHOUT ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, IN FACT OR BY LAW, WITH RESPECT THERETO, OR WITH RESPECT TO THE IMPROVEMENTS AND REPAIRS TO BE COMPLETED AFTER THE CONVEYANCE, INCLUDING, WITHOUT LIMITATION, REPRESENTATIONS OR WARRANTIES OF MERCHANTABILITY OR FITNESS FOR THE ORDINARY OR ANY PARTICULAR PURPOSE, AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES REGARDING FUTURE REPAIRS OR REGARDING THE CONDITION, CONSTRUCTION, ACCURACY, COMPLETENESS, DESIGN, ADEQUACY OF THE SIZE OR CAPACITY IN RELATION TO THE UTILIZATION, DATE OF COMPLETION OR THE FUTURE ECONOMIC PERFORMANCE OR OPERATIONS OF, OR THE MATERIALS OR FURNITURE WHICH HAS BEEN OR WILL BE USED IN SUCH PROPERTY OR REPAIRS, EXCEPT AS SET FORTH HEREIN. BY ACCEPTANCE OF TITLE TO ANY PROPERTY OR THE DEED TO ANY SITE, THE MASTER ASSOCIATION AND ALL OWNERS RELEASE DECLARANT FROM ANY CLAIMS AND WARRANT THAT NO CLAIM SHALL BE MADE BY THE MASTER ASSOCIATION OR ANY MEMBER OR OWNER RELATING TO THE CONDITION, CONSTRUCTION, DESIGN, CAPACITY, OPERATION, USE, ACCURACY, ADEQUACY OR COMPLETENESS OF SUCH PROPERTY OR REPAIRS OR FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING THEREFROM. All costs and expenses of any conveyance of any property by Declarant to the Master Association shall be paid for by the Master Association.

Section 5.3. Scenic Corridors. Declarant may now own or hereafter acquire certain areas of real property located along major roadways in the vicinity of The New Albany Communities. Declarant either has or may hereafter construct fencing upon such real property or portions thereof, potentially along a line running roughly parallel to such roadways. In some areas, the distance between the roadway and the fencing may exceed 300 feet. As provided in Section 5.2, Declarant may, but shall not be obligated to, convey an interest in all or any portion of the above described real property, including, but not limited to, the fencing and all property located between the fencing and the roadways and property located beyond the fencing to the Master Association. In addition, Declarant shall have the right, but not the obligation, to designate any property so conveyed to the Master Association as "scenic corridor" by specifically designating such property as "scenic corridor" in the instrument of conveyance. (Any property conveyed by Declarant to the Master Association pursuant to the provisions of this Declaration and designated by the Declarant as "scenic corridor" in accordance with the immediately preceding sentence is hereinafter referred to as "Scenic Corridor.") Any conveyance of any Scenic Corridor shall be made by Declarant and accepted by the Master Association in accordance with Section 5.2 and shall be subject to any and all matters described in Section 5.2.

In addition to all other obligations of the Master Association set forth in this Declaration with respect to Master Association properties, the Master Association shall have the following obligations with regard to all Scenic Corridors. The Master

Association shall maintain the Scenic Corridors in a first class manner. Such maintenance shall include, but not be limited to, the painting of any fencing a minimum of one time within five years of construction and thereafter a minimum of one time every three years. The replacement of broken fencing within three business days, the neat and attractive maintenance of all landscaping including periodic fertilization and application of appropriate pesticides and herbicides and the regular removal of all trash and debris. In the event the Master Association does not maintain any Scenic Corridor in accordance with the standards set forth in this Section 5.3, the Declarant, in its sole and absolute discretion, may, but shall not be obligated to, maintain such Scenic Corridor and assess all Owners for the costs thereof. Any unpaid assessments shall constitute an automatic and continuing lien for the benefit of Declarant on all sites for which such assessment was not paid. The liens may be enforced by the Declarant in the manner set forth in Section 6.9 for enforcement of liens by the Master Association. The Master Association shall not transfer or convey, mortgage or encumber, alter the character or appearance or change the manner of use of any portion of any Scenic Corridor without the written approval of Declarant.

Section 5.4. Inspection of Common Area Improvements. Prior to accepting the conveyance of title to any Common Area from Declarant, the Board of Trustees of the Master Association, in its sole discretion, will select qualified experts to inspect all improvements then located on such Common Area to determine whether the improvements have been constructed in substantial compliance with the plans and specifications, as modified by any change orders, and to inspect for construction defects and for governmental code violations and operating condition. All Owners, by accepting a deed to a site within The New Albany Communities acknowledge and agree to the inspectors selected by the Board and agree to abide by said inspectors' determination. The Declarant will make all necessary repairs to such improvements indicated by the inspection reports at its sole cost and expense. The Declarant will have no obligation to make any additional repairs to such improvements other than the repairs indicated as necessary by the inspection reports. The Master Association and all Owners and Members, by the acceptance of title to any property or the deed to any Site release Declarant from any further obligations with respect to repairs to Common Area Improvements not contained in this Section 5.4.

Section 5.5. Duty to Manage, Control and Maintain Master Association Properties. The Master Association, subject to the rights of the Owners set forth in this Declaration, shall be responsible for the management and control of the Master Association properties and shall maintain and keep the Master Association properties in good repair, such maintenance to be funded as hereinafter provided. This maintenance shall include, but not be limited to, maintenance, repair, and replacement, subject to any insurance then in effect, of all landscaping and other flora, structures, and improvements situated upon the Common Area. All Members and Owners, by the acceptance of title to any property or

the deed to any Privately Owned Site, release and indemnify the Master Association from all claims arising from its actions pursuant to this Section 5.3.

Section 5.6. Duty to Maintain Hazard Insurance. The Master Association shall obtain insurance for all insurable improvements owned by the Master Association in an amount equal to the full replacement value thereof (i.e., 100% of the current "replacement cost" exclusive of land, foundation, excavation, depreciation on personal property, and other items normally excluded from coverage) which shall include all building service equipment and the like, common personal property and supplies, and any fixtures or equipment. Such policy shall include, if applicable, a standard form of mortgage clause, a "Demolition Cost Endorsement" or its equivalent, and an "Increased Cost of Construction Endorsement" or the equivalent. In addition, such policy shall afford protection against at least the following:

5.6.1. Loss or damage by fire and other hazards covered by the standard "all-risk" endorsement, and by sprinkler leakage, debris removal, cost of demolition, vandalism, malicious mischief, windstorm, and water damage; and

5.6.2. Such other risks as shall customarily be covered with respect to projects similar in construction, location, and use to The New Albany Communities.

Section 5.7. Duty to Maintain Liability Insurance. The Master Association shall obtain a comprehensive policy of public liability insurance insuring the Master Association and its Members, trustees, officers, employees and agents for all liability for property damage, bodily injury, or death in connection with the operation, maintenance, or use of the Master Association Properties or streets and roads within The New Albany Communities, and legal liability arising out of lawsuits related to employment contracts of the Master Association. Such comprehensive policy of public liability insurance shall include a "Severability of Interest Endorsement" or equivalent coverage which would preclude the insurance company from denying the claim of any Owner because of the negligent acts of the Master Association or any other Owner, with a limit of not less than \$1,000,000 covering all claims for personal injury, including death, or property damage arising out of a single occurrence. Such comprehensive policy of public liability insurance shall also include protection against water damage liability, liability for non-owned and hired automobiles, liability for property of others, and, if applicable, elevator collision, garagekeeper's liability, host liquor liability, contractual and all-written contract insurance, employers' liability insurance, and such other risks as shall customarily be covered with respect to projects similar in construction, location, and use to The New Albany Communities.

Section 5.8. Duty to Maintain Fidelity Insurance. The Master Association shall obtain fidelity bonds to protect against dishonest acts on the part of its officers, trustees, agents, and employees

and on the part of all others who handle or are responsible for handling the funds of or funds administered by the Master Association. In addition, if responsibility for handling funds is delegated to a Manager, such bonds shall be required for the Manager and its officers, employees, and agents. Such fidelity coverage shall name the Master Association as an obligee and shall be written in an amount equal to at least 100% of the estimated annual operating expenses of the Master Association, including reserves. Such bonds shall contain waivers by the issuers of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees," or similar terms or expressions.

Section 5.9. Duty to Maintain Flood Insurance. If any of the Master Association Properties is located in an area identified by the Secretary of Housing and Urban Development as an area having special flood hazards and for which flood insurance has been made available by the National Flood Insurance Program, a "blanket" policy of flood insurance must be maintained by the Master Association in the amount of 100% of the current replacement cost (as defined in Section 5.6 hereof) of all Buildings and other insurable property located in such area or the maximum limit of coverage available for such property under the National Flood Insurance Act of 1968, as amended, whichever is less.

Section 5.10. Insurance and Bonds Required by Government Mortgage Agencies. The Master Association shall obtain and keep in full force and effect such insurance and bonds as may be required from time to time by Government Mortgage Agencies to the extent that any such Government Mortgage Agency holds, or has agreed to insure or to guarantee, any Mortgage on any Privately Owned Site within The New Albany Communities, except to the extent such insurance or bond is not reasonably obtainable or has been waived in writing by such Government Mortgage Agency.

Section 5.11. Provisions Common to Hazard Insurance, Liability Insurance, Fidelity Insurance and Flood Insurance. Any insurance coverage obtained by the Master Association under the provisions of Sections 5.6, 5.7, 5.8 and 5.9 hereof shall be subject to the following provisions and limitations:

5.11.1. The named insured under any such policies shall be the Master Association, as attorney-in-fact for the Owners, or its authorized representative, including any trustee with which the Master Association may enter into any insurance trust agreement, or any successor trustee (each of which is sometimes referred to in this Section 5.11 as the "Insurance Trustee") who shall have exclusive authority to negotiate losses under such policies:

5.11.2. In no event shall the insurance coverage obtained and maintained pursuant to such Sections be brought into contribution with insurance purchased by the Owners, occupants, or Mortgagees;

5.11.3. The policies shall provide that coverage shall not be prejudiced by (a) any act or neglect of the Owners when such act or neglect is not within the control of the Master Association, or (b) failure of the Master Association to comply with any warranty or condition with regard to any portion of The New Albany Communities over which the Master Association has no control;

5.11.4. The policies shall provide that coverage may not be cancelled or substantially modified (including cancellation for non-payment of premium) without at least 30 days prior written notice to any and all First Mortgagees and Insureds named therein;

5.11.5. The policies shall contain a waiver of subrogation by the insurer as to any and all claims against the Master Association and its trustees, officers, agents and employees and any Owner and their respective guests, agents, employees, or tenants, and of any defenses based upon coinsurance or upon invalidity arising from the acts of the insured;

5.11.6. All policies of property insurance shall provide that, notwithstanding any provisions thereof which give the carrier the right to elect to restore damage in lieu of making a cash settlement, such option shall not be exercisable without the prior written approval of the Master Association (or any insurance trustee) or when in conflict with the provisions of any insurance trust agreement to which the Master Association may be a party or any requirement of law;

5.11.7. All policies shall be written with a company licensed to do business in Ohio and holding a rating of A or better in the financial category as established by A. M. Best Company, Inc., if reasonably available, or, if not available, the most nearly equivalent rating;

5.11.8. All casualty insurance policies shall have an inflation guard endorsement, if reasonably available, and an agreed amount endorsement with an annual review by one or more qualified persons, at least one of whom must be in the real estate industry and familiar with construction in the Franklin County, Ohio area; and

5.11.9. No policy may be cancelled, invalidated, or suspended on account of the conduct of any member of the Board of Trustees, officer, agent or employee of the Master Association or its duly authorized Manager without prior demand in writing delivered to the Master Association to cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured by the Master Association, its Manager, any Owner, or Mortgagee.

Section 5.12. Duty to Maintain Officers and Trustees. Personal Liability Insurance. To the extent obtainable at reasonable cost, in the sole and absolute discretion of the Board, appropriate officers and trustees personal liability insurance shall be obtained by the Master Association to protect the officers, trustees

and all other committee members from personal liability in relation to their duties and responsibilities in acting as such officers, trustees and committee members on behalf of the Master Association.

Section 5.13. Duty to Maintain Workers' Compensation Insurance. The Master Association shall obtain workers' compensation or similar insurance with respect to its employees, if any, in the amounts and forms as may now or hereafter be required by law.

Section 5.14. Other Insurance. The Master Association may obtain insurance against such other risks, of a similar or dissimilar nature, as it shall deem appropriate with respect to the Master Association's responsibilities and duties.

Section 5.15. Power to Adopt Rules and Regulations. The Master Association, from time to time, may adopt, amend and repeal rules and regulations, to be known as the "Master Association Rules," governing, among other things and without limitation:

5.15.1. The use of Common Areas and the Master Association Properties;

5.15.2. Fines for the infraction of the Master Association Rules;

5.15.3. Maintenance performance standards for the property owned or operated by the Community Associations and for all Privately Owned Sites including, without limitation, landscape maintenance and irrigation practices; and

5.15.4. Any other rule or regulation deemed necessary, desirable or advisable by the Master Association to promote the health, safety or welfare of the Owners and residents of property within The New Albany Communities.

Notice of the adoption, amendment or repeal of any Master Association Rules shall be given in writing to the Community Representatives and each Owner at the address for notices to the Community Representatives and Owners as elsewhere provided in this Declaration or the Code of Regulations, and copies of the currently effective Master Association Rules shall be made available to each Owner upon request and payment of the reasonable expense of copying the same. Each Owner shall comply with the Master Association Rules and shall see that the Related Users of such Owners shall comply with the same. In the event of any conflict between the Master Association Rules and the provisions of this Declaration, the provisions of this Declaration shall prevail.

Section 5.16. Cooperation with Community Associations. The Board shall have the power to assist the Community Associations in the performance of their duties and obligations under the Community Documents and cooperate with the Community Associations so that the Community Associations and the Master Association can most

efficiently and economically provide their respective services to the Owners. It is contemplated that from time to time either the Community Associations or the Master Association may use the services of the other in the furtherance of its obligations and they may contract with each other to better provide for such cooperation. The payment for such contract services or a variance in services provided may be reflected in an increased Assessment by the Master Association for the Community or by an item in the Community Association's budget which shall be collected through Community Association Assessments and remitted to the Master Association.

Section 5.17. Manager. The Master Association may employ or contract for the services of a Manager, provided that such employment shall be by a contract having a term of no more than three years, and each such contract shall be subject to cancellation by the Master Association on 90 days or less prior notice without cause and without payment of a termination fee. The Manager shall not have the authority to make expenditures for additions or improvements chargeable against the Maintenance Fund except upon specific prior approval and direction by the Board. The Board shall not be liable for any omission or improper exercise by a Manager of any duty, power, or function.

Section 5.18. Ownership of Other Property. The Master Association, through action of its Board of Trustees, may acquire, hold, and dispose of tangible and intangible personal property and real property in addition to any such property which may be conveyed to the Master Association by Declarant.

Section 5.19. Books and Records. The Master Association shall make available for inspection, upon request, during normal business hours or under other reasonable circumstances, to Owners and Mortgagees, current copies of the Master Community Documents, and the books, records, and financial statements of the Master Association prepared pursuant to the Code of Regulations. The Master Association may charge a reasonable fee for copying such materials. Notwithstanding the foregoing, records concerning the status of the accounts payable with respect to a Privately Owned Site shall only be made available to a member of the Board or the Owner or a Mortgagee of that Privately Owned Site.

Section 5.20. Successor of Declarant. The Master Association shall succeed to all of the duties and responsibilities of Declarant hereunder after the Turnover Date. The Master Association shall not, after the Turnover Date, succeed to the rights and easements reserved to Declarant hereunder unless such rights and easements are expressly conveyed to the Master Association by recorded written instrument.

Section 5.21. Implied Rights and Obligations. The Master Association may exercise any other right or privilege given to it expressly by the Master Community Documents, and every other right or privilege reasonably to be implied from the existence of any

right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege. The Master Association shall perform all of the duties and obligations imposed on it expressly by the Master Community Documents and every other duty or obligation reasonably to be implied from the express provisions of the Master Community Documents or reasonably necessary to perform the duties and obligations contained in the Master Community Documents.

Section 5.22. Cooperation with Club Facilities Owner. The Master Association shall have the power to enter into cooperative agreements with the person or entity owning or operating the Club Facilities regarding matters of mutual interest including, but not limited to, maintenance, security, and reciprocal easements for ingress and egress.

Section 5.23. Rights Deemed Created. All conveyances of Privately Owned Sites hereafter made, whether by Declarant or otherwise, shall be construed to grant and reserve the rights and powers contained under this Article V, even though no specific reference to such rights and powers appears in the instrument for such conveyance.

ARTICLE VI

MASTER ASSOCIATION PROPERTIES

Section 6.1. Owner's Easements of Enjoyment. Every Owner shall have a non-exclusive easement for the use and enjoyment of the Common Area, if any, which shall be appurtenant to and shall pass with the title to every Privately Owned Site, subject to the provisions of the Declaration, including, but not limited to, the easements set forth in this Article and all conditions, restrictions, easements, rights-of-way, covenants, equitable servitudes and other encumbrances granted or reserved by Declarant.

Section 6.2. Delegation of Use. Any Owner may, subject to the Master Association Rules, delegate, in accordance with the Master Community Documents, his right of enjoyment in the Common Area and facilities to his tenants, employees, family, guests or invitees.

Section 6.3. Owner's Negligence. In the event that the need for maintenance, repair, or replacement of the Master Association Properties, or any improvements on or portion thereof, is caused through or by the negligent or willful act or omission of any Owner, or by any member of an Owner's family, or by an Owner's guests, tenants, employees or invitees, then the expenses, costs and fees incurred by the Master Association for such maintenance, repair, or replacement, in the amount for which the Owner or the Owner's family members, guests, or invitees are liable under Ohio law, shall be a personal obligation of such Owner; and, if not repaid to the Master Association within seven days after the Master Association gives notice to the Owner of the total amount, or of amounts due from time to time, then the sums due shall become a Default Assessment against the Owner's Privately Owned Site and may be enforced in accordance with Section 2.7.

Section 6.4. Title to Master Association Properties. The Master Association Properties shall be owned by the Master Association and no Owner shall bring any action for partition or division of the Master Association Properties. By acceptance of a deed or other instrument of conveyance or assignment, each Owner shall be deemed to have specifically waived such Owner's rights to institute or maintain a partition action or any other action designed to cause a division of the Master Association Properties, and this Section may be pleaded as a bar to any such action. Any Owner who shall institute or maintain any such action shall be liable to the Master Association, and hereby agrees to reimburse the Master Association for its costs, expenses, and reasonable attorneys' fees in defending any such action. In the event of the dissolution of the Master Association, other than incident to a merger or consolidation, the Master Association Properties shall, to the extent reasonably possible, be conveyed to the one or more Community Associations to be used, in any such event, for the common benefit of the Owners within those Communities for similar purposes for which the Master Association Properties were held by the Master Association. In the event such conveyance is refused, the Members shall immediately thereupon hold title to the Master Association Properties as tenants in common and shall collectively provide for the continued maintenance and upkeep in accordance with the terms of this Declaration.

Section 6.5. Master Association as Attorney-in-Fact. Each and every Owner hereby irrevocably constitutes and appoints the Master Association as such Owner's true and lawful attorney-in-fact in such Owner's name, place, and stead for the purpose of dealing with the Master Association Properties, or any part thereof, upon their damage or destruction as provided in this Article or a complete or partial taking as provided in this Article. Acceptance by any grantee of a deed or other instrument of conveyance from the Declarant or from any Owner shall constitute appointment of the attorney-in-fact as herein provided. As attorney-in-fact, the Master Association shall have full and complete authorization, right, and power to make, execute, and deliver any contract, assignment, deed, waiver, or other instrument with respect to the interest of any Owner which may be necessary or appropriate to exercise the powers granted to the Master Association as attorney-in-fact.

Section 6.6. Estimate of Damages or Destruction. As soon as practical after an event causing damage to or destruction of any improvement owned by the Master Association, the Master Association shall, unless such damage or destruction shall be minor, obtain an estimate or estimates that it deems reliable and complete of the costs of repair and reconstruction of such improvement so damaged or destroyed. "Repair and reconstruction" as used in this Article

shall mean restoring the damaged or destroyed improvements to substantially the same condition in which they existed prior to the damage or destruction.

Section 6.7. Repair and Reconstruction. As soon as practical after obtaining estimates, the Master Association shall, subject to the provisions of Section 6.10, diligently pursue to completion the repair and reconstruction of the damaged or destroyed improvements. As attorney-in-fact for the Owners, the Master Association may take any and all necessary or appropriate action to effect repair and reconstruction and no consent or other action by any Owner shall be necessary in connection therewith. Assessments of the Master Association shall not be abated during the period of insurance adjustments and repair and reconstruction.

Section 6.8. Funds for Repair and Reconstruction. The proceeds received by the Master Association from any hazard insurance shall be used for the purpose of repair, reconstruction and replacement. If the proceeds of the insurance are insufficient to pay the estimated or actual cost of such repair, reconstruction and replacement, the Master Association may, pursuant to Section 8.6 hereof, levy, assess, and collect in advance from all Owners, without the necessity of a special vote of the Owners except as provided herein, a Special Assessment sufficient to provide funds to pay such estimated or actual costs of repair, reconstruction and replacement. Further levies may be made in like manner if the amounts collected prove insufficient to complete the repair, reconstruction and replacement.

Section 6.9. Disbursement of Funds for Repair and Reconstruction. The insurance proceeds held by the Master Association and the amounts received from the Special Assessments provided for in Section 8.6 hereof constitute a fund for the payment of the costs of repair and reconstruction after casualty. It shall be deemed that the first money disbursed in payment for the costs of repair and reconstruction shall be made from insurance proceeds, and the balance from the Special Assessments. If there is a balance remaining after payment of all costs of such repair and reconstruction, such balance may be held by the Master Association as surplus funds in accordance with Section 9.3.

Section 6.10. Decision Not to Rebuild. If Declarant and at least 67% of the Owners (other than Declarant) agree in writing not to repair and reconstruct and no alternative improvements are authorized, then and in that event such damaged or destroyed Master Association Properties shall be restored to its natural state and maintained as an undeveloped portion of Master Association Properties by the Master Association in a neat and attractive condition, and any remaining insurance proceeds may be held by the Master Association as surplus funds in accordance with Section 9.3.

Section 6.11. Rights of Owners. Whenever all or any part of the Master Association Properties shall be taken or conveyed in lieu of and under threat of condemnation by any authority having the

power of condemnation or eminent domain, each Owner shall be entitled to notice thereof but the Master Association shall act as attorney-in-fact for all Owners in the proceedings incident thereto, unless otherwise prohibited by law.

Section 6.12. Partial Condemnation; Distribution of Award; Reconstruction. The award or payment made for any taking or conveyance described in Section 6.11 shall be payable to the Master Association as Trustee for all Owners to be distributed as follows: If the taking involves a portion of the Common Area on which improvements have been constructed, then, unless within 60 days after such taking the Declarant and at least 67% of the Owners (other than Declarant) shall otherwise agree in writing, the Master Association shall restore or replace such improvements so taken on the remaining land included in the Common Area to the extent lands are available therefor, in accordance with plans approved by the Board of Trustees. If such improvements are to be repaired or restored, the above provisions in this Article regarding the disbursement of funds in respect to casualty, damage or destruction which is to be repaired shall apply. If the taking does not involve any improvements on the Common Area, or if there is a decision made not to repair or restore, or if there are net funds remaining after any such restoration or replacement is completed, then such award or net funds may be held as surplus in accordance with Section 9.3.

ARTICLE VII

DECLARANT'S RIGHTS AND RESERVATIONS

Section 7.1. General. Declarant shall have, and hereby retains and reserves, certain rights as set forth in this Declaration with respect to the Master Association and The New Albany Communities including, but not limited to, the Master Association Properties and any Community Association Properties. The rights and reservations of Declarant set forth in this Declaration shall be deemed excepted and reserved in each recorded Supplemental Declaration, in each conveyance of property by Declarant to the Master Association and in each deed or other instrument by which any property within The New Albany Communities is conveyed by Declarant, or otherwise, whether or not specifically stated therein. The rights, reservations and easements of Declarant set forth in this Declaration shall survive the Turnover; Date and shall be prior and superior to any other provisions of this Declaration and may not, without Declarant's prior written consent, be modified, amended, rescinded or affected by any amendment of this Declaration, including any amendment of this Section. Declarant's consent to any one such amendment shall not be construed as consent to any other or subsequent amendment. Any or all of the special rights of Declarant hereunder may be transferred to other persons or entities, provided that the transfer shall not enlarge a right beyond that described herein and provided further, no such transfer shall be effective unless it is in a

written instrument signed by the Declarant and duly recorded in the office of the Recorder of all counties in which The New Albany Communities is located. Declarant further reserves the right to create reservations, exceptions, exclusions and easements convenient or necessary for the use and operation of other property whether located in The New Albany Communities or otherwise.

Section 7.3. Declarant's Rights to Use the Master Association Properties and the Community Association Properties in Promotion and Marketing. Declarant shall have and hereby reserves for itself and for the benefit of the Club Corporation or any person or entity owning or developing the Club Facilities the right to the reasonable use of the Master Association Properties and any Community Association Properties and of services offered by the Master Association and any Community Association in connection with the development, construction, promotion, marketing, sales, leases and leasing of properties within The New Albany Communities and in connection with the marketing of memberships in the Club Facilities. Without limiting the generality of the foregoing, Declarant, the Club Corporation and any person or entity owning or developing the Club Facilities may: (a) erect and maintain on any part of the Master Association Properties and any Community Association Properties such signs, temporary buildings and other structures as Declarant may reasonably deem necessary or proper in connection with the development, construction, promotion, marketing, sale and leasing of real properties within such boundaries; (b) use and park and permit visitors and guests to use and park vehicles and equipment on the Master Association Properties and any Community Association Properties for developmental, construction and promotional purposes; (c) permit prospective purchasers of Properties within The New Albany Communities, who are not Owners, to use or enter the Master Association Properties and any Community Association Properties at reasonable times and in reasonable numbers; (d) refer to the Master Association and any Community Association, the Master Association Properties and any Community Association Properties and the services offered by the Master Association and any Community Associations in connection with the development, construction, promotion, marketing, sale, resale and leasing of properties within The New Albany Communities.

Section 7.3. Declarant's Rights to Complete Development. No provision of this Declaration shall be construed to prevent or limit Declarant's rights to and Declarant shall have the right to: (a) complete the development, construction, promotion, marketing, sale, resale and leasing of properties within The New Albany Communities; (b) construct or alter improvements on any property owned by Declarant; (c) maintain model homes, offices for construction, sales or leasing purposes, storage areas, construction yards or similar facilities on any property owned by Declarant, the Club Corporation, the Master Association or any Community Association; or (d) post signs incidental to the development, construction, promotion, marketing, sale and leasing of property within The New Albany Communities. Further, Declarant shall have the right of ingress and

gress through the streets, paths and walkways located in The New Albany Communities for any purpose whatsoever, including, but not limited to, purposes related to the construction, maintenance and operation of improvements located outside of The New Albany Communities including, but not limited to, offices and shopping centers and for the purpose of installation and maintenance of utilities to serve such improvements. Nothing contained in this Declaration shall limit the right of Declarant or require Declarant to obtain approval to: (i) excavate, cut, fill or grade any property owned by Declarant or to construct, alter, remodel, demolish or replace any Improvements on any Master Association Properties, any Community Association Properties or any Property owned by Declarant; (ii) use any structure on any Master Association Properties and any Community Association Properties or any Property owned by Declarant as a construction office, model home or real estate sales or leasing office in connection with the sale of any property within such boundaries; or (iii) require Declarant to seek or obtain the approval of the Master Association or any Community Association for any such activity or improvement to Property by Declarant on any Master Association Properties, any Community Association Properties or any Property owned by Declarant. Nothing in this Section shall limit or impair the reserved rights of Declarant as elsewhere provided in this Declaration.

Section 7.4. Declarant's Approval of Conveyances or Changes in Use of the Master Association Properties. The Master Association shall not, without first obtaining the prior written consent of Declarant, convey, change or alter the use of the Master Association Properties, use the Master Association Properties other than solely for the benefit of Owners, or mortgage the Master Association Properties.

Section 7.5. Recorded Easements and Building Lines. The New Albany Communities, and all portions thereof, shall be subject to all easements, building set back lines and build-to lines shown on any recorded Plat affecting The New Albany Communities, or any portion thereof, and to any other easements of record.

Section 7.6. Easements for Encroachments. The New Albany Communities, and all portions thereof, shall be subject to an easement of up to three feet from the Privately Owned Site lines or Master Association Properties' boundaries or any boundary of any Community Association Properties, as the context requires, for the actual extent of encroachments created by construction as designed or constructed by the Declarant, the Master Association, any Community Association or any Owner and for settling, shifting, and movement of any portion of The New Albany Communities, except that no such easement is created for an encroachment which is the result of willful misconduct on the part of Declarant, an Owner, a tenant, the Master Association, any Community Association or any other person or entity. A valid easement for said encroachments and for the maintenance thereof shall exist. Such encroachments shall not be considered to be encumbrances upon any part of The New Albany

Communities. Encroachments referred to herein include, but are not limited to, encroachments caused by error in the original construction of Improvements constructed on any portion of The New Albany Communities, by settling, rising, or shifting of the earth, or by changes in position caused by repair or reconstruction of any Improvements in The New Albany Communities.

Section 7.7. Emergency and Service Easement. A general easement is hereby granted to all police, sheriff, security, fire protection, ambulance, and all other similar emergency agencies or persons and to all trash collection and school transportation personnel to enter upon all streets and property in The New Albany Communities in the proper performance of their duties.

Section 7.8. Easements for Utilities. There is hereby reserved unto Declarant, the Master Association, and the designees of each, blanket easements upon, across, over, and under all of The New Albany Communities for the purpose of constructing, replacing, repairing, and maintaining cable television systems, master television antenna systems, security, and similar systems, roads, walkways, bicycle pathways, lakes, ponds, wetlands, storm drainage systems, sanitary sewage systems, street lights, signage and all utilities, including, but not limited to, water, sewers, meter boxes, telephones, gas, and electricity. Except as otherwise provided in the Declaration, this easement shall not entitle the holders to construct or install any of the foregoing systems, facilities or utilities over, under or through any existing dwelling on a Site, and any damage to a Site resulting from the exercise of this easement shall not unreasonably interfere with the use of any Site and, except in an emergency, entry into any Site shall be made only after reasonable notice to the Owner or occupant thereof.

Without limiting the generality of the foregoing, there are hereby reserved for the local water supplier, electric company, and natural gas supplier easements across all Sites and the Master Association Properties for ingress, egress, installation, reading, replacing, repairing and maintaining utility meters and boxes; provided, the exercise of this easement shall not extend to permitting entry into the dwelling on any Site. Notwithstanding anything to the contrary contained in this Section, no sewers, electrical lines, water lines, or other utilities may be installed or relocated in The New Albany Communities, except as may be approved by the Board of Trustees or Declarant.

Should any entity furnishing a service covered by the general easement herein provided request a specific easement by separate recordable document, the Board of Trustees shall have the right to grant such easement over The New Albany Communities without conflicting with the terms hereof. The easements provided for in this Article shall in no way adversely affect any other recorded easement on The New Albany Communities.

Section 7.9. Maintenance Easement. An easement is hereby reserved to the Declarant, and granted to the Master Association, and any trustee or Manager, and their respective officers, agents, employees, and assigns upon, across, over, in, and under The New Albany Communities and a right to make such use of The New Albany Communities as may be necessary or appropriate to make emergency repairs or to perform the duties and functions which the Master Association is obligated or permitted to perform pursuant to the Master Community Documents, including the right to enter upon any Privately Owned Site for the purpose of performing maintenance to the landscaping or the exterior of Improvements to such Privately Owned Site as required by the Master Community Documents. The Master Association shall not unreasonably interfere with the rights of the Owners in the use of this easement.

Section 7.10. Declarant's Rights Incident to Construction. Declarant, for itself and its successors and assigns, hereby retains a right and easement of ingress and egress over, in, upon, under, and across the Master Association Properties and any Community Association Properties and the right to store materials thereon and to make such other use thereof as may be reasonably necessary or incident to the construction of the Improvements to The New Albany Communities, or other real property owned by Declarant; provided, however, that no such rights shall be exercised by Declarant in such a way as to unreasonably interfere with the occupancy, use, enjoyment, or access to its Privately Owned Site by any Owner or such Owner's family, tenants, employees, guests, or invitees.

Section 7.11. Easements Deemed Created. All conveyances of property within The New Albany Communities, including Privately Owned Sites, hereafter made, whether by the Declarant or otherwise, shall be construed to grant and reserve the rights, powers and easements contained in this Article VII, even though no specific reference to such rights, powers and easements or to this Article VII appears in the instrument for such conveyance.

ARTICLE VIII

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 8.1. Creation of the Lien and Personal Obligation for Assessments. The Declarant, for each Privately Owned Site owned by it, hereby covenants, and each Owner for each Privately Owned Site owned by such Owner, by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed, covenants and agrees and shall be deemed to have covenanted and agreed to pay to the Master Association: (a) Base Assessments for the items set forth in subsections 9.1.2, 9.1.3 and 9.1.4; (b) Special Assessments for capital improvements and other purposes as stated herein; (c) Default Assessments which may be assessed against an Owner's Privately Owned Site pursuant to the Master Community Documents for failure to perform an obligation under the Master Community Documents or because the Master Association has incurred an expense



200506240123154

Pos: 05 4432.00 700050849466
06/24/2005 11:05AM EXT:RNS:OHIO R
Robert C. Montgomery
Franklin County Recorder

**DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR
NEW ALBANY COUNTRY CLUB SECTION 20 PART 1
(LANDSDOWNE SUBDIVISION)**

THIS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, RESTRICTIONS AND EASEMENTS is made on the 14th day of June, 2005, by M/I Homes of Central Ohio, LLC, an Ohio limited liability company (the "Declarant").

Declarant is the owner of all of that certain real property located in Franklin County, Ohio, more particularly described on the attached Exhibit A (the "Part 1 Property," which, together with all real property submitted to this Declaration from time to time pursuant to Article III hereafter, is collectively referred to as the "Lansdowne Area") and hereby makes this Declaration of Covenants, Conditions, Restrictions and Easements (the "Declaration") for the Lansdowne Area, for the purposes hereinafter set forth.

Declarant hereby declares that the Part 1 Property and any properties subsequently Annexed hereto in accordance with the provisions of this Declaration, shall be held, sold, conveyed, encumbered, leased, occupied and improved subject to the following covenants, conditions, restrictions, easements and provisions, which shall run with the Part 1 Property and any such subsequently Annexed properties, and shall be binding upon, and inure to the benefit of, all parties now or hereafter having any right, title or interest in such property or any part thereof, and their respective heirs, personal and legal representatives, successors and assigns.

ARTICLE I

PURPOSE AND INTENT

The New Albany Company LLC, a Delaware limited liability company (the "New Albany Company") is the developer of certain real property located in Franklin County, Ohio and Licking County, Ohio, now known and referred to herein as "The New Albany Communities." The Lansdowne Area is located within the 'expansion area' of, and is subject to Annexation into, The New Albany Communities, and in particular, within a community known as the Country Club Community. As is the case with each community comprising The New Albany Communities, owners within the Country Club Community either have or will have certain interests in addition to those common to all other owners within The New Albany Community and Owners within Lansdowne will have certain interests in addition to those common to all other owners within the County Club Community. In order to establish and create a general plan and common scheme for the improvement and maintenance of the property now or in the future comprising The New Albany Communities, and in order to protect property values and to contribute to the health, safety and welfare of the property owners and residents of the New Albany Communities, The New Albany Company has declared that the Part 1 Property

CONVEYANCE TAX
EXEMPT
JOSEPH W. TESTA
FRANKLIN COUNTY AUDITOR

TRANSFERRED
NOT NECESSARY

JUN 24 2005

JOSEPH W. TESTA
AUDITOR



200405040101782

Page 5 \$52.80 12/20/04
06/04/2004 4:50PM REC'D CLERK JR S
Robert G. Hentgenberry
Franklin County Recorder

Easement# 25-13-260

EASEMENT

FOR AND IN CONSIDERATION OF One Dollar (\$1.00) and other good and valuable consideration to the Grantor in hand paid, receipt of which is hereby acknowledged, THE NEW ALBANY COMPANY, L.L.C., a Delaware limited liability company, whose tax mailing address is POB 490, 6525 W. Campus Oval, Suite 100, New Albany, Ohio, 43054-9747 (hereinafter called the Grantor), does hereby grant to COLUMBIA GAS OF OHIO, INC., with principal offices at 200 Civic Center Drive, P.O. Box 117, Columbus, Ohio 43216-0117, (hereinafter called the Company), its successors and assigns, the right to lay pipelines together with service connections, over and through the premises hereinafter described, and to operate and maintain without restriction or limitation, repair, replace, or change the size of its pipes without interruption to service, and remove same, together with valves and other necessary appurtenances on lands situated in the Village of New Albany, Franklin County, State of OHIO, and more particularly described as follows:

Recorded in: Official Records 12773 C08, 12773 F17, 13015 J15, 14554 B14, 14628 F01, 16448 H17, 20542 A01, 30387 I17, and Instruments 199707110045402, 199707110045400
Easement Parcel No.: 222-000909
Property Address: Johnstown Road
Containing: 18.407 acres, more or less

New Albany Country Club Section 20 Part 1

The pipelines laid pursuant to the terms and conditions of this agreement are to be located within the limits of a Ten (10) Footteen (14) and a Twenty (20) foot wide easement strip of land as shown on Exhibit "A" attached hereto and made a part hereof.

With the right of ingress and egress to and from the same, the Grantor may fully use and enjoy the said premises, except for the purposes hereinbefore granted to the said Company and will not in any way impair the ability of the Company to operate, maintain, repair, replace or remove any such facility.

Grantor shall not construct or permit to be constructed any house, structure, or obstruction on or over said easement area that will interfere with the construction, maintenance, operation, replacement or repair of the pipelines or appurtenances constructed hereunder.

All pipes shall be buried so as not to interfere with the present use of the land.

The Company shall replace and restore the area disturbed by the laying, construction, operation and maintenance of said pipelines to as near as practical to its original condition.

The Grantor and the Company have agreed as a part of the consideration hereof that any damages to lawn, driveways, shrubbery, drain tiles, trees, crops or fences on said premises, the amount of which cannot be mutually agreed upon, shall be determined by a panel of arbitrators composed of three disinterested persons, of whom the Grantor and the Company shall appoint one each and the two arbitrators so appointed shall appoint the third; the award of any two of whom shall be final and a condition precedent to the institution of any legal proceedings hereunder.

The Grantor warrants that, to the best of its knowledge, the lands encompassed by this easement have not been used as a dump site and contain no substances or materials which if disturbed would cause or threaten to cause impairment to human health or the environment.

TRANSFERRED
NOT NECESSARY

MAY 03 2004

JOSEPH W. TESTA
AUDITOR

FRANKLIN COUNTY, OHIO



If the location of the pipeline should interfere with the Grantor's future development of its lands, the Company will relocate its pipeline to another location on Grantor's lands at a mutually acceptable location. The Grantor shall furnish the Company with an easement for the relocated pipeline on Company's standard forms, free and clear of all liens and encumbrances at no cost to Company. The Grantor shall pay Company one hundred percent (100%) of the actual costs associated with the relocation of the Company's pipeline, which costs shall include: (a) the cost of removing, refiring and abandoning the pipeline taken from service; (b) the cost of relocating the affected section of pipeline to the mutually acceptable location; (c) the cost of performing all engineering and other work necessary to the project, including Company's internal costs and overheads; (d) the cost of obtaining all necessary governmental permits and approvals; and (e) the cost of examining title, preparing legal documents and recording the easement for the relocation. Company may utilize contractors to perform all or any part of the relocation project.

Prior to commencement of any such relocation, Grantor agrees to deposit an advance payment with Company equal to Company's estimate of the total cost of the proposed relocation project. If the actual cost of the relocation is more than the amount of the advance deposit, then Grantor shall, within 30 days of receipt of Company's statement showing the actual costs incurred, submit payment of the excess over the amount of the advance payment. If the actual cost of the relocation is less than the amount of the advance payment, then Company shall submit with the statement of costs a refund for the amount of the difference. Company shall not be required to commence physical work on the relocation project until the advance payment is received and all necessary property rights, permits and regulatory approvals/clearances have been obtained. If the required permits and/or regulatory approvals/clearances cannot be obtained, Company may cancel the relocation project and return the unused portion of the advance payment. Grantor agrees to cooperate and use its best efforts to obtain the required permits and regulatory approvals/clearances. If Grantor decides to cancel or postpone indefinitely the contemplated relocation project, Grantor shall reimburse Company for all costs expended or obligated at the time of the cancellation or indefinite postponement, which reimbursement shall be deducted from the advance payment and the unused portion thereof then returned to Grantor.

Columbia Gas will exercise caution in regard to existing trees within the easement area during construction. Columbia Gas will directionally bore underneath any significant trees.

The rights, privileges and terms hereby shall extend to and be binding upon the Grantor and the Company and their respective representatives, heirs, successors and assigns.

IN WITNESS WHEREOF, the Grantor hereto has hereunto set its hand
this 25th day of February, 2024

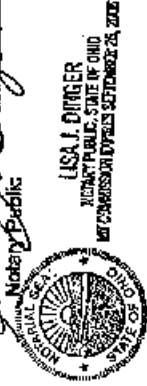
THE NEW ALBANY COMPANY, L.L.C.
a Delaware limited liability company

BY: _____
(print)
Brent Bradbury
(signature)
Brent Bradbury
(print)
Chief Financial Officer

STATE OF OHIO)
) SS:
COUNTY OF Franklin)

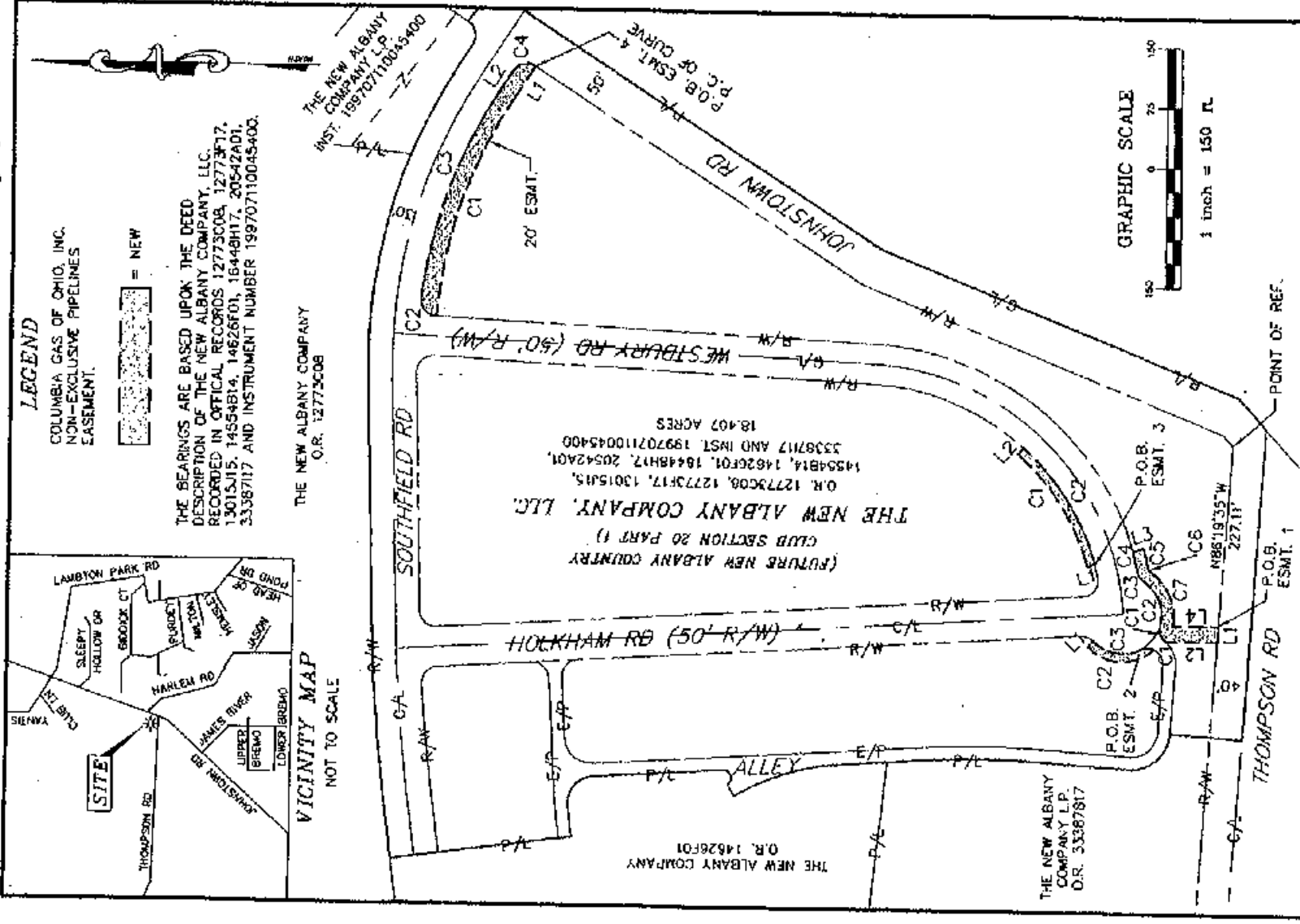
BEFORE ME, a Notary Public in and for said County and State, personally appeared
Brent Bradbury, the Chief Financial Officer,
of the aforementioned, The New Albany Company L.L.C., who
represented that he is duly authorized in the premises, and who acknowledged
that he did sign the foregoing instrument, and that the same is his free act
and deed as such Chief Financial Officer, and is the free act and deed of said
limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 25th
day of February, 2024.

My Commission Expires: November
Lisa J. Dinger
Notary Public


This Document prepared for
Columbia Gas of Ohio Inc. by
Hockaden & Associates Inc.
WC# 107-555-WP2844-0823
CGO# 03-0082844-00
HA# 908 2217

RETURN TO
COLUMBIA GAS OF OHIO, INC.
LAND SECTION
P.O. BOX 117
COLUMBUS, OH 43216-0117



LEGEND

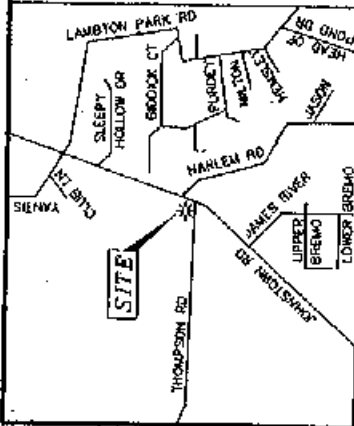
COLUMBIA GAS OF OHIO, INC.
NON-EXCLUSIVE PIPELINES
EASEMENT.



THE BEARINGS ARE BASED UPON THE DEED
DESCRIPTION OF THE NEW ALBANY COMPANY, LLC,
RECORDED IN OFFICIAL RECORDS 12773008, 12773117,
13015115, 14554814, 14626101, 16448117, 20542A01,
33387117 AND INSTRUMENT NUMBER 199707110045400.

VICINITY MAP

NOT TO SCALE



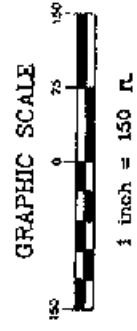
THE NEW ALBANY COMPANY
O.R. 12773008

THE NEW ALBANY
COMPANY, L.P.
INST. 199707110045400

THE NEW ALBANY COMPANY, LLC.
(FUTURE NEW ALBANY COUNTRY
CLUB SECTION 20 PART 1)
O.R. 12773008, 12773117, 13015115,
14554814, 14626101, 16448117, 20542A01,
33387117 AND INST. 199707110045400
18.407 ACRES

THE NEW ALBANY COMPANY
O.R. 14626101

THE NEW ALBANY
COMPANY, L.P.
O.R. 33387817



This Exhibit is drawn for the Unlimited Use of
COLUMBIA GAS OF OHIO, INC. to identify the
Easement Location and is not intended to
represent an accurate survey of the Property.

JOB NUMBER 508-2217	JOB ORDER 03-0082844-00	WORK ORDER 107-555-WF2844-0823	LOCATION COLUMBUS	COUNTY FRANKLIN	STATE OHIO
DATE 02/18/04	ENGINEER HOCKADEN & ASSOC.	MAPS 1 of 2	340 435P	CK'D BY NGC	DRAWING NO. EXHIBIT A
SCALE 1" = 150'	TECHNICAL JPT	PROJECT COLUMBIA GAS OF OHIO, INC. 10', 14' & 20' NON-EXCLUSIVE PIPELINES EASEMENTS ON THE PROPERTY OF THE NEW ALBANY COMPANY, LLC., A DELAWARE LIMITED LIABILITY COMPANY			

25-13-260

EASEMENT 1 LINE TABLE		
LINE	LENGTH	BEARING
L1	20.04	N86°15'35"W
L2	55.41	N00°00'00"W
L3	15.00	S16°15'21"E
L4	57.80	S00°00'00"E

EASEMENT 1 CURVE TABLE						
CURVE	LENGTH	RADIUS	DELTA	CH BEARING	CHORD	CHORD
C1	22.15	26.00	63°27'34"	S71°56'22"W	21.04	
C2	63.82	50.00	73°08'02"	N68°37'28"E	59.58	
C3	15.97	20.03	45°41'02"	S54°52'27"W	15.53	
C4	25.01	355.00	4°02'09"	N75°45'54"E	25.00	
C5	26.06	370.00	4°02'09"	N75°45'54"E	25.06	
C6	4.00	5.03	45°33'28"	S54°44'01"W	3.90	
C7	78.93	65.00	69°34'17"	N66°50'38"E	74.17	

EASEMENT 2 LINE TABLE		
LINE	LENGTH	BEARING
L1	10.00	N43°40'50"W

EASEMENT 2 CURVE TABLE						
CURVE	LENGTH	RADIUS	DELTA	CH BEARING	CHORD	CHORD
C1	65.04	56.00	74°31'45"	S09°05'20"W	60.55	
C2	93.71	60.00	89°28'56"	S0°36'24"W	84.47	
C3	18.00	20.30	50°48'57"	N00°57'13"W	17.42	

EASEMENT 3 LINE TABLE		
LINE	LENGTH	BEARING
L1	10.00	N15°43'44"W
L2	10.00	S48°13'42"E

EASEMENT 3 CURVE TABLE						
CURVE	LENGTH	RADIUS	DELTA	CH BEARING	CHORD	CHORD
C1	167.39	295.00	32°29'58"	N58°01'17"E	165.18	
C2	173.00	305.00	32°29'58"	N58°01'17"E	170.69	

EASEMENT 4 LINE TABLE		
LINE	LENGTH	BEARING
L1	50.00	N57°09'28"W
L2	30.00	S57°09'28"E

EASEMENT 4 CURVE TABLE						
CURVE	LENGTH	RADIUS	DELTA	CH BEARING	CHORD	CHORD
C1	290.61	580.64	28°46'36"	N71°15'49"W	287.59	
C2	32.93	19.97	54°28'11"	S49°50'23"W	29.33	
C3	279.74	620.00	25°51'06"	N70°05'01"W	277.37	
C4	31.43	19.98	50°07'20"	N12°09'28"W	28.28	

This Exhibit is drawn for the Unlimited Use of COLUMBIA GAS OF OHIO, INC. to identify the Easement Location one is not intended to represent an accurate survey of the Property.

JOB NUMBER
S08-2217

COMPANY COLUMBIA GAS OF OHIO, INC.

PROJECT

10', 14' & 20' NOW-EXCLUSIVE PIPELINES EASEMENTS ON THE PROPERTY OF THE NEW ALBANY COMPANY, LLC., A DELAWARE LIMITED LIABILITY COMPANY

DATE 02/19/04
SCALE = 150'
ENGINEER HOGKADEN & ASSOC.
TECHNICIAN JPT

MAPS

2 of 2

340 436P

JOB ORDER 03-0082844-00

WORK ORDER 107-555-WP2844-0823

LOCATION COLUMBUS

COUNTY FRANKLIN

STATE OHIO

CK'D BY NCG

DRAWING NO. EXHIBIT A



200508030155780

PLAT # 872 88
TOWNSHIP 6S226
R3703/2005 12:32PM BATHINGORH.O.R
Robert G. Neillinger
Franklin County Recorder

**FIRST AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS FOR
NEW ALBANY COUNTRY CLUB SECTION 20 PART 1
(LANSDOWNE SUBDIVISION)**

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR NEW ALBANY COUNTRY CLUB SECTION 20 PART 1 (Lansdowne Subdivision) (the "First Amendment") is made as of the 1st day of ~~August~~ August 2005, by M/I Homes of Central Ohio, LLC, an Ohio limited liability company ("Developer") with a mailing address of 3 Easton Oval, Columbus, Ohio 43219.

WHEREAS, on June 24, 2005, Developer filed that certain Declaration of Covenants, Conditions, Restrictions and Easements for New Albany Country Club Section 20 Part 1 (Lansdowne Subdivision) recorded as Instrument No. 200506240123154, of record in the office of the Recorder, Franklin County, Ohio, (the "Declaration");

WHEREAS, pursuant to the terms of Article XIV, Section 14.2 of the Declaration, Developer reserved the right to amend the Declaration at any time and from time to time;

NOW THEREFORE, pursuant to the powers reserved in Article XIV, Section 14.2 of the Declaration, Developer hereby declares that:

1. Defined Words and Phrases. Unless otherwise defined herein, capitalized words and phrases herein shall have the meaning assigned to such words and phrases in the Declaration.
2. Amendment to Declaration. The Declaration is hereby amended by deleting Exhibits C and E attached to the original document and replacing them with Exhibits C and E attached hereto.
3. Effect of Amendment. In the case of conflict between the Declaration and this First Amendment, the terms of this First Amendment shall control. Any term or provision of the Declaration not amended by this First Amendment shall remain the same and in full force and effect.

IN WITNESS WHEREOF, the Developer has executed this First Amendment as of the date first above written.

M/I HOMES OF CENTRAL OHIO, LLC,
an Ohio limited liability company

TRANSFERRED BY: [Signature]
NOT NECESSARY [Signature] Thomas Mason, Senior Vice-President and
General Counsel

AUG 03 2005

JOSEPH W. TESTA
AUDITOR
FRANKLIN COUNTY, OHIO

CONVEYANCE TAX
EXEMPT
P. [Signature]
JOSEPH W. TESTA
FRANKLIN COUNTY AUDITOR


FRANKLIN COUNTY RECORDER
OFFICE
100 EAST MAIN STREET
COLUMBUS, OHIO 43219
(614) 461-6339

STATE OF OHIO
COUNTY OF FRANKLIN, ss

The foregoing instrument was acknowledged before me this 25th day of July, 2005, by J. Thomas Mason, the Senior Vice-President and General Counsel of MTI Homes of Central Ohio, LLC, an Ohio limited liability company, on behalf of the limited liability company.



KIMBERLY L. MCCOY
Notary Public, State of Ohio
My Commission Expires
07/08/08


Notary Public

Acknowledged and approved by:

THE NEW ALBANY COMPANY LLC
a Delaware limited liability company

By: 

Print Name: Brent Bradley

Its: Chief Financial Officer

STATE OF OHIO
COUNTY OF FRANKLIN, ss

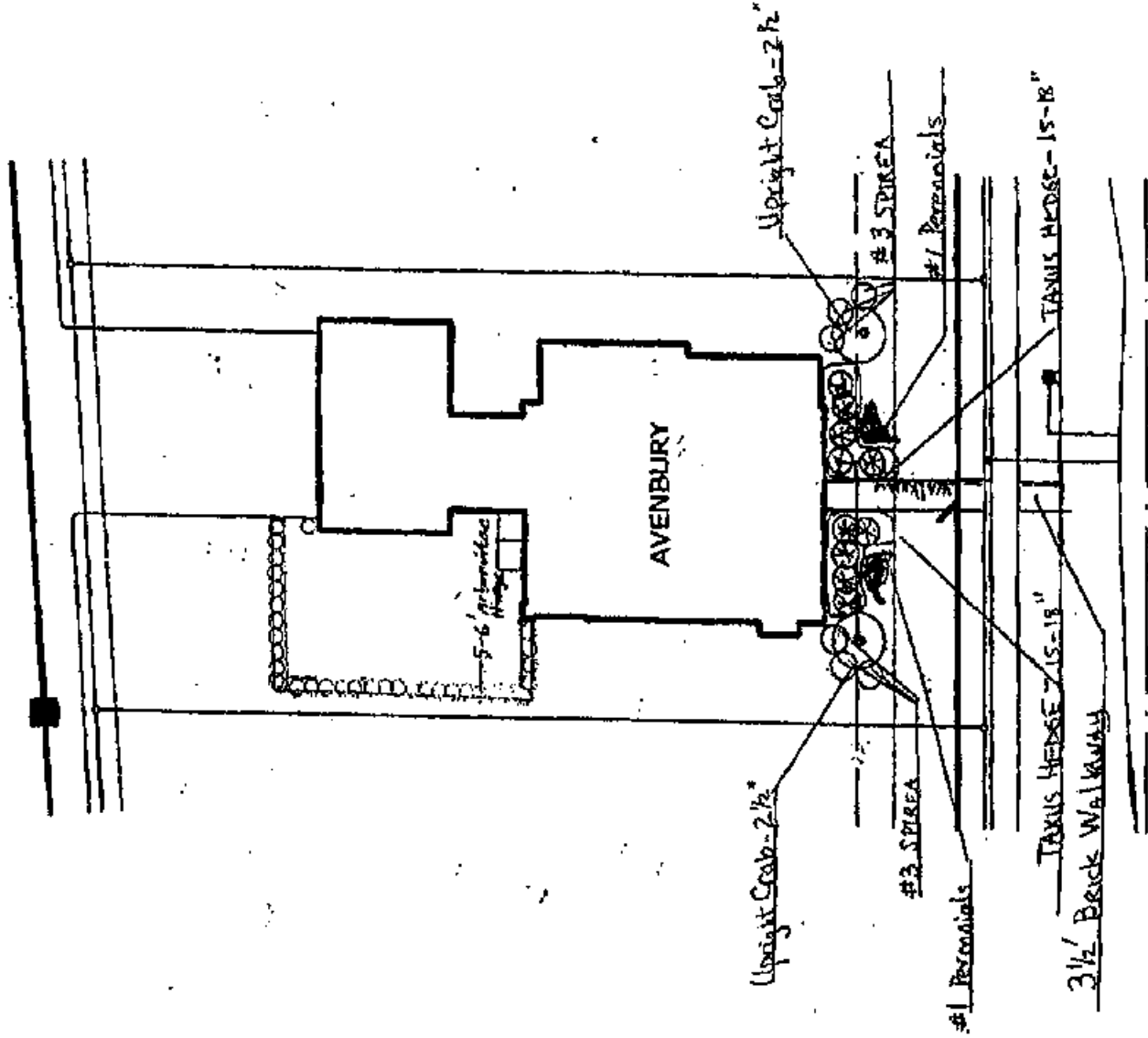
The foregoing instrument was acknowledged before me this 25th day of August, 2005, by Brent Bradley, the Chief Financial Officer of The New Albany Company LLC, a Delaware limited liability company, on behalf of the limited liability company.



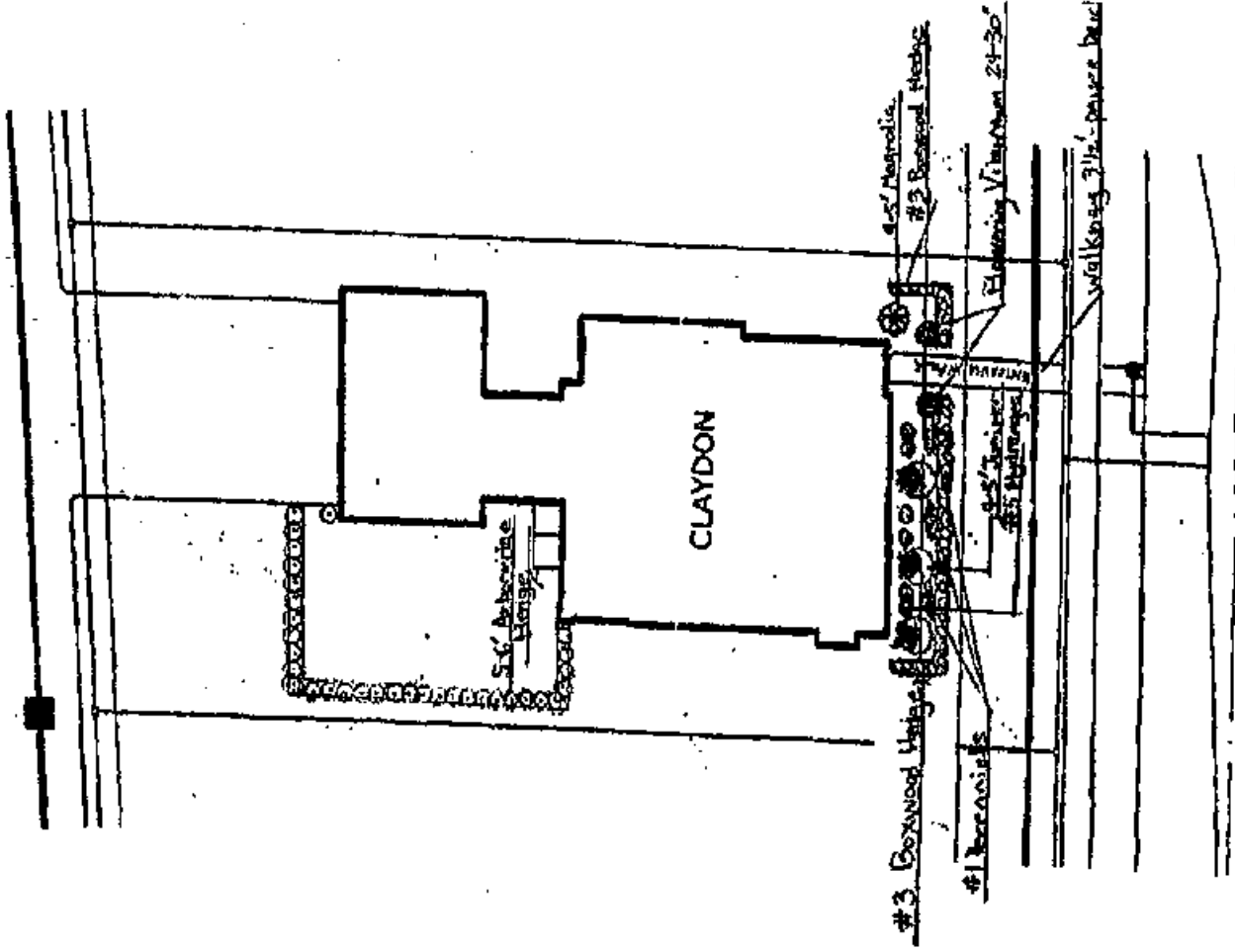

Notary Public

This instrument prepared by:
J. Thomas Mason, Esq.
MTI Homes, Inc.
3 Eason Oval, Suite 500
Columbus, Ohio 43219

Carriage Home Lot Landscaping



Carriage Home Lot Landscaping



Carriage Home Lot Landscaping

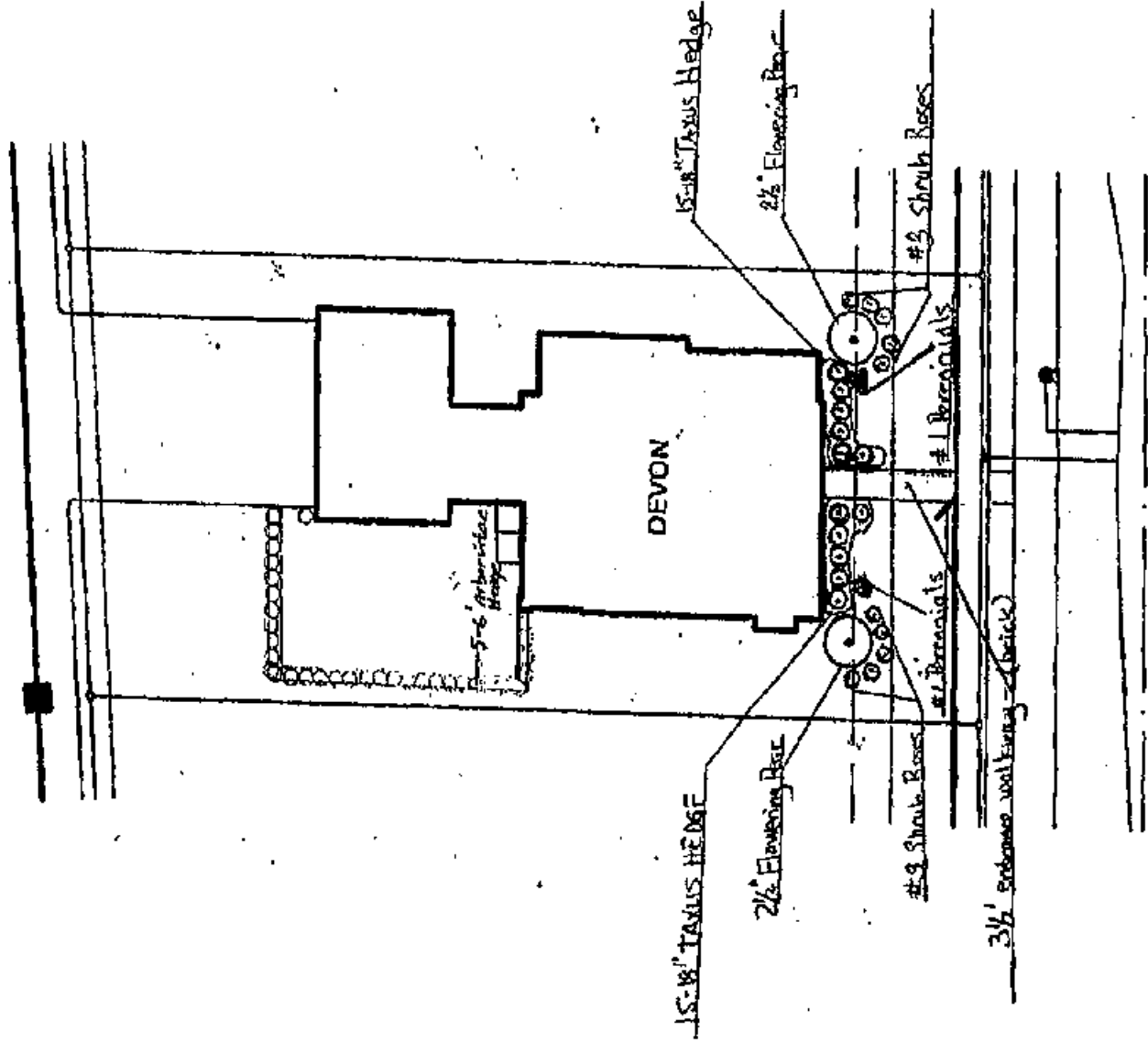
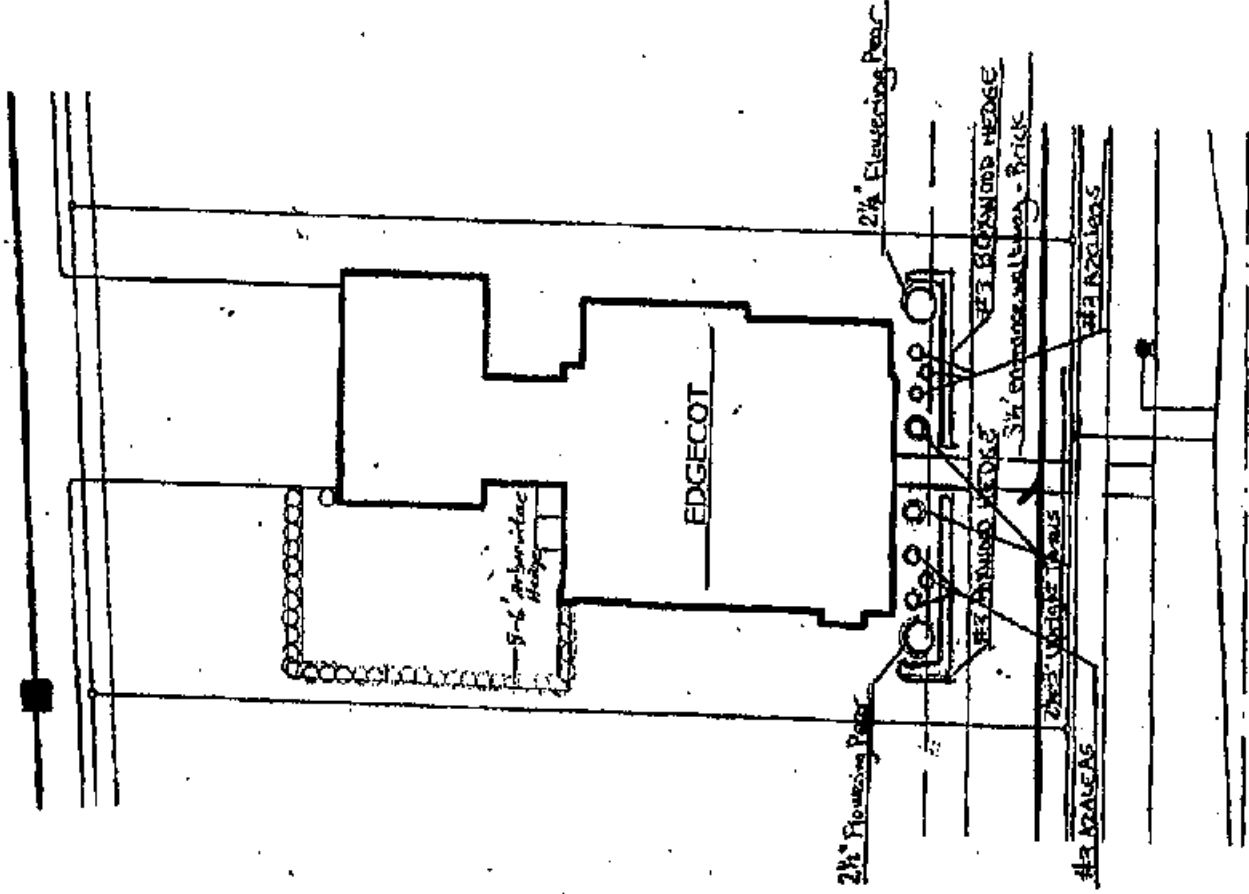


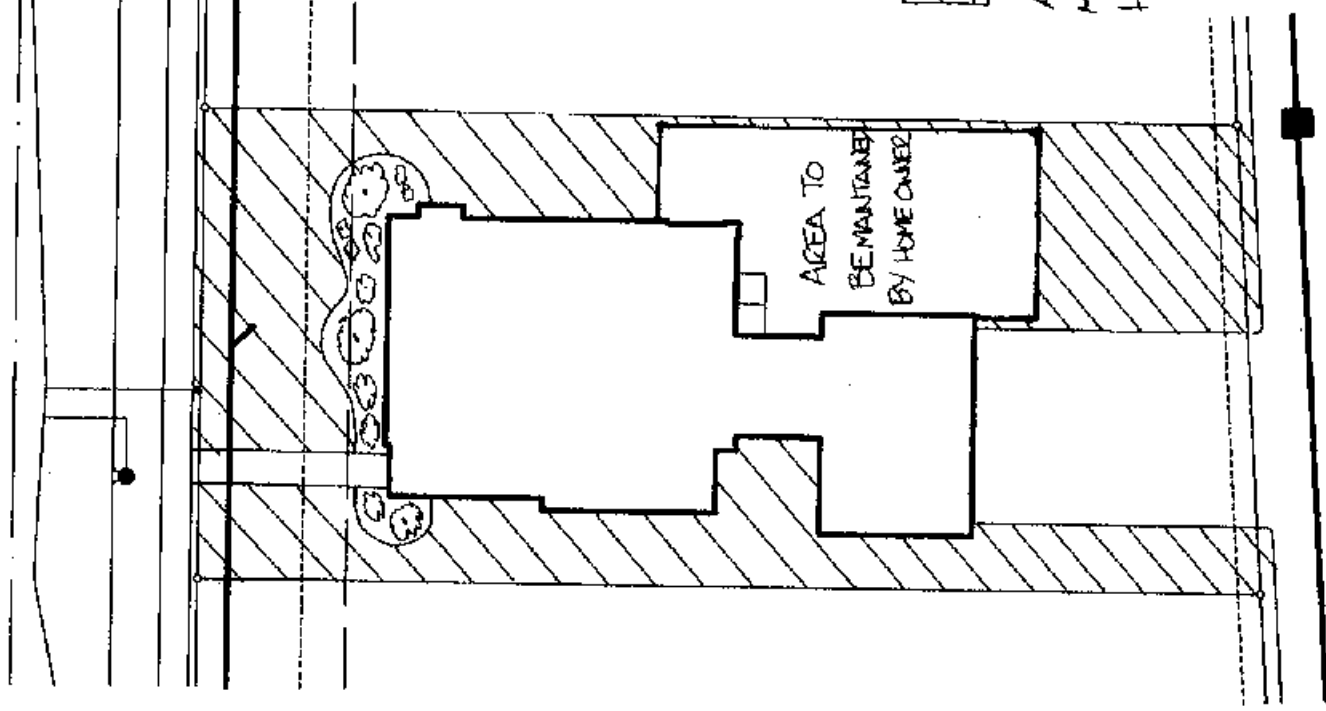
EXHIBIT C

Carriage Home Lot Landscaping



Carriage Home Lots
Mowing/Mulching

EXHIBIT E





200511180244412
 #72 18 2005/08/24/17
 17/18/2005 2:50 PM 8/25/05 11:11
 Record & Non-Record
 Franklin County Recorder

21
 KR/LO

TWENTY-THIRD SUPPLEMENTAL DECLARATION OF COVENANTS AND RESTRICTIONS FOR THE NEW ALBANY COMMUNITY AUTHORITY

THIS TWENTY-THIRD SUPPLEMENTAL DECLARATION OF COVENANTS AND RESTRICTIONS FOR THE NEW ALBANY COMMUNITY AUTHORITY (the "Twenty-Third Supplemental Declaration") is made as of the ~~18th~~ day of ~~November~~ 2005, by THE NEW ALBANY COMPANY LLC, a Delaware limited liability company, formerly known as The New Albany Company, an Ohio general partnership (hereinafter referred to as "Private Developer").

WHEREAS on May 24, 1991, the Private Developer filed that certain Declaration of Covenants and Restrictions for The New Albany Community Authority (the "Declaration") recorded at OR 16999C04 in the office of the Recorder, Franklin County, Ohio;

WHEREAS, pursuant to the terms of Article III of the Declaration, the Private Developer reserved the right to submit Additional Property to the covenants, restrictions and provisions of the Declaration; and

WHEREAS, the owners of all the real property located in Franklin County, Ohio, more particularly described in Exhibit A attached hereto and incorporated herein by reference, desires and have committed and consented in writing to submit such property to the covenants, restrictions and provisions of the Declaration; and

WHEREAS, this additional land will be added to The New Albany Community Authority;

NOW THEREFORE, pursuant to the powers reserved in Article III of the Declaration, Private Developer hereby declares that all the real property described in Exhibit A shall be held, sold, conveyed, encumbered, leased, occupied and improved, subject to the covenants, restrictions and provisions of the Declaration as the same is supplemented and amended from time to time, which shall run with the real property described in Exhibit A and shall be binding upon, and insure to the benefit of, all parties now or hereafter having any right, title or interest in such property or any part thereof, and their heirs, personal and legal representatives, successors and assigns.

The Private Developer has executed this Twenty-Third Supplemental Declaration as of the date first above written.

THE NEW ALBANY COMPANY LLC, a
 Delaware limited liability company

Brent Bradbury
 Brent Bradbury, Chief Financial Officer

1

TRANSFERRED
 Not Necessary
 NOV 18 2005
 JOSEPH W. TESTA
 AUDITOR
 FRANKLIN COUNTY, OHIO

Stewart Title Agency
 of Columbus Box

STATE OF OHIO)
) SS.
COUNTY OF FRANKLIN)

The foregoing instrument was acknowledged before me this 12th day of November, 2005,
by Brent Bradbury, as Chief Financial Officer of THE NEW ALBANY COMPANY LLC, a
Delaware limited liability company, on behalf of the company.


Notary Public



LISA L. DWYER
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES SEPTEMBER 28, 2008

This instrument prepared
under the direction of
The New Albany Company LLC
8000 Walton Parkway, Suite 120
New Albany, Ohio 43054
(614) 939-8000

Exhibit "A"
Pg. 1 of 5
March 20, 2022

16.550 ACRES

Situated in the State of Ohio, County of Franklin, Village of New Albany, located in Quarter Township 3, Township 2, Range 16, United States Military Lands, and being part of those tracts conveyed to The New Albany Company by deeds of record in Official Records 12773038, 12773F17, 13015J15, 14554B14, 14626F01, 16448H17 and 20542A01, all of that tract conveyed to New Albany Company Limited Partnership by deed of record in Instrument Number 199707110045402, and part of those tracts conveyed to The New Albany Company Limited Partnership by deed of record in Official Record 3338717, and Instrument Number 199707110045400, (all references refer to the records of the Recorder's Office, Franklin County, Ohio) and being described as follows:

Beginning, for reference, at the centerline intersection of Johnstown Road with Thompson Road;

thence North 86° 19' 35" West, with the centerline of said Thompson Road, a distance of 390.52 feet to the True Point of Beginning;

thence North 86° 19' 35" West, continuing with the centerline of Thompson Road, a distance of 824.00 feet to a point;

thence across said New Albany Company, LLC tracts the following courses and distances:

North 03° 40' 25" East, a distance of 106.00 feet to a point on the arc of a curve to the left;

with the arc of said curve having a central angle of 90° 00' 00", a radius of 33.00 feet, an arc length of 51.84 feet, having a chord bearing and distance of North 48° 40' 25" East, 46.67 feet to a point of tangency;

North 03° 40' 25" East, a distance of 240.00 feet to a point of curvature to the right;

with the arc of said curve having a central angle of 08° 57' 10", a radius of 308.00 feet, an arc length of 48.13 feet, having a chord bearing and distance of North 08° 59' 00" East, 48.08 feet to a point of tangency;

North 12° 37' 35" East, a distance of 272.32 feet to a point of curvature of a curve to the left;

with the arc of said curve, having a central angle of 95° 55' 14", a radius of 33.00 feet, an arc length of 55.25 feet, having a chord bearing and distance of North 35° 20' 02" West, 49.02 feet to a point of reverse curvature;

with the arc of said curve, having a central angle of 04° 31' 12", a radius of 1000.00 feet, an arc length of 78.89 feet, having a chord bearing and distance of North 81° 02' 03" West, 78.87 feet to a point of reverse curvature;

Exhibit "A"
Pg 2 of 5

16.550 ACRES

Page 2-

with the arc of said curve, having a central angle of $86^{\circ} 59' 22''$, a radius of 20.00 feet, an arc length of 30.57 feet, having a chord bearing and distance of South $57^{\circ} 43' 53''$ West, 27.53 feet to a point;

North $75^{\circ} 45' 48''$ West, a distance of 50.00 feet to a point;

North $14^{\circ} 14' 12''$ East, a distance of 169.37 feet to a point of curvature of a curve to the left;

with arc of said curve, having a central angle of $87^{\circ} 32' 37''$, a radius of 20.00 feet, an arc length of 30.56 feet, having a chord bearing and distance of North $29^{\circ} 32' 07''$ West, 27.67 feet to a point;

North $16^{\circ} 41' 34''$ East, a distance of 60.00 feet to a point on the arc of a curve to the left;

with the arc of said curve, having a central angle of $24^{\circ} 23' 59''$, a radius of 770.00 feet, an arc length of 327.91 feet, a chord bearing and distance of South $85^{\circ} 30' 25''$ East, 325.44 feet to a point of tangency, and

North $82^{\circ} 17' 36''$ East, a distance of 544.08 feet to a corner of that subdivision entitled "The New Albany Country Club Section 20 Part 1" of record in Plat Book 103, Pages 84 and 85;

thence with the westerly perimeter of said "New Albany Company 20 Part 1", the following courses and distances:

South $07^{\circ} 42' 24''$ East, a distance of 226.00 feet to a point;

North $82^{\circ} 17' 36''$ East, a distance of 6.08 feet to a point of curvature or a curve to the right;

with the arc of said curve, having a central angle of $01^{\circ} 48' 17''$, a radius of 1695.28 feet, an arc length of 34.50 feet, having a chord bearing and distance of North $83^{\circ} 11' 44''$ East, 34.50 feet to a point of compound curvature;

with the arc of said curve, having a central angle of $92^{\circ} 12' 43''$, a radius of 33.00 feet, an arc length of 53.11 feet, having a chord bearing and distance of South $49^{\circ} 47' 46''$ East, 47.56 feet to a point of tangency;

South $03^{\circ} 41' 24''$ East, a distance of 162.64 feet to a point of curvature of a curve to the left;

with the arc of said curve, having a central angle of $152^{\circ} 01' 14''$, a radius of 10.00 feet, an arc length of 26.53 feet, having a chord bearing and distance of South $72^{\circ} 19' 13''$ West, 19.41 feet to a point;

Exhibit "A"
Pg 3 of 5

16.550 ACRES

-Page 3-

South $58^{\circ} 19' 50''$ West, a distance of 16.00 feet to a point on the arc of a curve to the right; with the arc of said curve, having a central angle of $27^{\circ} 58' 46''$, a radius of 282.00 feet, an arc length of 137.71 feet, having a chord bearing and distance of South $17^{\circ} 40' 47''$ East, 156.35 feet to a point of tangency;

South $03^{\circ} 41' 24''$ East, a distance of 111.77 feet to a point of curvature of a curve to the right; with the arc of said curve, having a central angle of $07^{\circ} 21' 49''$, a radius of 992.00 feet, an arc length of 127.49 feet, a chord bearing and distance of South $00^{\circ} 00' 30''$ East, 127.41 feet to a point of tangency;

South $03^{\circ} 40' 25''$ West, a distance of 121.66 feet to a point of curviture of a curve to the right;

with the arc of said curve, having a central angle of $90^{\circ} 00' 00''$, a radius of 49.00 feet, an arc length of 76.97 feet, having a chord bearing and distance of South $41^{\circ} 19' 35''$ East, 69.30 feet to a point; and

South $03^{\circ} 40' 25''$ West, a distance of 90.00 feet to the True Point of Beginning, and containing 16.550 acres of land, more or less.

EVANS, MECHWART, HAMBLETON & ILLTON, INC.

Exhibit "A"
Pg 4 of 5
NACC 20 pt 3

12.314 ACRES

Situated in the State of Ohio, County of Franklin, Village of New Albany, located in Quarter Township 3, Township 2, Range 16, United States Military Lands, and being part of those tracts, conveyed to The New Albany Company by deeds of record in Official Records 12773C08, 12773F17, 13015115, 14354B14, 14626F01, 16448H17 and 20542A01, all of that tract conveyed to New Albany Company Limited Partnership by deed of record in Instrument Number 199707110045402, and part of those tracts conveyed to The New Albany Company Limited Partnership by deed of record in Official Record 33387117, and Instrument Number 199707110045400, (all references refer to the records of the Recorder's Office, Franklin County, Ohio) and being described as follows:

Beginning, for reference, at the centerline intersection of Johnstown Road with Thompson Road;

thence North 86° 19' 35" West, with the centerline of said Thompson Road, a distance of 1214.52 feet to the True Point of Beginning;

thence North 86° 19' 35" West, continuing with the centerline of said Thompson Road, a distance of 835.63 feet to the southeasterly corner of that tract conveyed to Dwight K. Vance and Sherry L. Vance tract conveyed by deed of record in Deed Book 3712, Page 188;

thence North 03° 08' 36" East, with the easterly line of said Vance tract, a distance of 585.00 feet to the northeasterly corner thereof;

thence across said New Albany Company LLC tracts the following courses and distances:

South 86° 19' 35" East, a distance of 630.55 feet to a point of curvature of a curve to the right;

with the arc of said curve having a central angle of 10° 33' 47", a radius of 325.00 feet, an arc length of 59.92 feet, having a chord bearing and distance of South 81° 02' 42" East, 59.83 feet to a point of reverse curvature;

with the arc of said curve, having a central angle of 90° 00' 00", a radius of 20.00 feet, an arc length of 31.42 feet, having a chord bearing and distance of North 59° 14' 12" East, 28.28 feet to a point of tangency;

North 14° 14' 12" East, a distance of 141.24 feet to a point;

South 75° 45' 48" East, a distance of 50.00 feet to a point on the arc of a curve to the right;

Exhibit "A"
Pg 5 of 5

12.314 ACRES

-Page 2-

with the arc of said curve, having a central angle of $86^{\circ} 59' 22''$, a radius of 20.00 feet, an arc length of 30.37 feet, having a chord bearing and distance of North $57^{\circ} 43' 53''$ East, 27.53 feet to a point of curvature to the right;

with the arc of said curve, having a central angle of $04^{\circ} 31' 12''$, a radius of 1000.00 feet, an arc length of 78.89 feet, having a chord bearing and distance of South $81^{\circ} 02' 03''$ East, 78.87 feet to a point of reverse curvature;

with the arc of said curve, having a central angle of $95^{\circ} 55' 14''$, a radius of 33.00 feet, an arc length of 55.25 feet, having a chord bearing and distance of South $35^{\circ} 20' 02''$ East, 49.02 feet to a point of tangency;

South $12^{\circ} 37' 35''$ West, a distance of 272.32 feet to a point of curvature of a curve to the left;

with the arc of said curve, having a central angle of $08^{\circ} 57' 10''$, a radius of 308.00 feet, an arc length of 48.13 feet, having a chord bearing and distance of South $08^{\circ} 09' 00''$ West, 48.08 feet to a point of tangency;

South $03^{\circ} 40' 25''$ West, a distance of 240.00 feet to a point of curvature of a curve to the left;

with the arc of said curve, having a central angle of $90^{\circ} 00' 00''$, a radius of 33.00 feet, an arc length of 51.84 feet, having a chord bearing and distance of South $48^{\circ} 40' 25''$ West, 46.67 feet to a point; and

South $03^{\circ} 40' 25''$ West, a distance of 106.00 feet to the True Point of Beginning, and containing 12.314 acres of land, more or less.

EVANS, MECHWART, HAMBLETON & TILTON, INC.

FRANKLIN TO REEF

Est. 11/16/04

Easement & Right of Way

N/T ENES OF CENTRAL OHIO, LLC, an Ohio Limited Liability company, Grantor(s) in consideration of \$1.00, the easement terms, and other good and valuable consideration from Columbus Southern Power Company, an Ohio corporation, 700 Harrison Rd., Canton, OH 43230-6642, "Grantee", the receipt and sufficiency of which is acknowledged, grants and conveys with general warranty covenants to Grantee, a right of way and easement, "Easement", for electric, other energy or communication purposes for current/future uses, overhead and underground, in, on, over, through and across the following described lands situated in the Village of New Albany (original Plat No. _____ County, Ohio, and being part of Section No(s). 3 Township No(s). 2 and Range No(s). 16. In Deed/Official Record Volume(s) Issued #200404020024256 Survey U.S.M.L.L. of the Franklin County Recorder's Office: Paper(s) Transfer date 4-3-04

Containing 15.154 acres of Real Estate, more or less. F. P. #ZZZ-002047 The above said described acreage is now proposed, and to be a subdivision to be known as, "NEW ALBANY COUNTRY CLUB SECTION 20 - PART 1, a subdivision containing Lots 1 through 15, both inclusive and Reserve "A"

Witness Grantor(s) signed this Easement on the 18th day of June, 2004. Grantor(s) N/T ENES OF CENTRAL OHIO, LLC, an Ohio Limited Liability company

Grantor may use its property for all purposes not inconsistent with the full enjoyment of the Easement, but Grantor acknowledges high voltage electric lines will be constructed within the Easement and Grantor shall conduct construction/maintenance activities on its property consistent with all applicable safety rules and regulations for working near electric lines. Safety/required clearance issues may be referred to Grantee's Engineering Group and if Grantor initiates any construction or building activities on its property, always call the applicable utility providers services before the activity begins. Grantor shall restore the premises or pay reasonable damages done to fences, drains, seeded lawns (not landscaping), gates, ditches and crops caused by Grantee's use of the Easement. Grantor has authority to grant this Easement No delay or objection by Grantee in exercising any right hereunder shall operate as a waiver or forfeiture of such right. This Easement grant is effective and binding upon the parties, their respective successors, assigns, licensees, heirs and legal representatives, and if any term hereunder is held invalid, the remainder shall not be affected thereby. Easement attachments, if any, are incorporated herein by this reference.

WITNESS Grantor(s) signed this Easement on the 18th day of June, 2004. Grantor(s)

200411230269248
Pgs: 6 \$52.00 T08048100656
11/23/2004 3:25PM NEIPEP
Robert G. Montgomery
Franklin County Recorder

CONVEYANCE TAX EXEMPT
JOSEPH W. TESTA
FRANKLIN COUNTY AUDITOR

TRANSFERRED NOT NECESSARY
NOV 19 2004
JOSEPH W. TESTA
AUDITOR
FRANKLIN COUNTY, OHIO

Print Name: Stephen M. Caplinger
Title: Vice President, Land Operations

N/T ENES OF CENTRAL OHIO, LLC, an Ohio Limited Liability company

CALL BEFORE YOU DIG III

STATE OF OHIO, COUNTY OF FRANKLIN ST
The foregoing instrument was acknowledged before me this 18th day of May June 2004
by Stephen H. Carlinger
[Name], V.P., Land Operations [Title of officer], of N/T RINGS OF CENTRAL OHIO, LLC
[Corporation Name], a n. Ohio LLC
[State of Incorporation] corporation on behalf of the corporations LLC.

Stephen H. Carlinger
Notary Public
Commission Expires _____

STATE OF OHIO, COUNTY OF _____ SEC
The foregoing instrument was acknowledged before me this _____ day of _____
[Name of partner or agent], _____ [Title of partner or agent], on behalf of _____
[Partnership Name], a partnership.

Notary Public
Commission Expires _____

For use by Recorder's Office and Auditor's Office.

Esc. No. GD
Dep. No. 114556 and Exhibit "A" Address New Albany Country Club Section 20, Part 1
W. O. No. WOODRAGON WAY New Albany, Ohio
Easement prepared by Columbus Southern Power Company

The Grantor has caused this instrument to be executed by its duly authorized officer this 29th day of March, 2004.

GRANTOR:

THE NEW ALBANY COMPANY LLC,
a Delaware limited liability company

By: Brent Bradbury
Brent Bradbury, Chief Financial Officer

STATE OF OHIO
COUNTY OF FRANKLIN, ss:

BE IT REMEMBERED, That on this 29th day of March, 2004, before me, the subscriber, a notary public in and for said state, personally came, Brent Bradbury, the Chief Financial Officer of THE NEW ALBANY COMPANY LLC, a Delaware limited liability company, the Grantor in the foregoing deed, and acknowledged the signing thereof to be his voluntary act and deed, on behalf of said company.

IN TESTIMONY THEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

Lisa J. Dinger
Notary Public



This Instrument Prepared
Under the Direction of:
The New Albany Company LLC
6525 W. Campus Oval, Suite 100
New Albany, Ohio 43054
(614) 939-8000

EXHIBIT "A"

ADDRESSES AND PARCEL NUMBERS

LOT NO.	ADDRESS	PARCEL NO.
1	7385 Southfield Road, New Albany, Ohio 43054	222-003220
2	4091 Westbury, New Albany, Ohio 43054	222-003221
3	4081 Westbury, New Albany, Ohio 43054	222-003222
4	4071 Westbury, New Albany, Ohio 43054	222-003223
5	4061 Westbury, New Albany, Ohio 43054	222-003224
6	4051 Westbury, New Albany, Ohio 43054	222-003225
7	4041 Westbury, New Albany, Ohio 43054	222-003226
8	4031 Westbury, New Albany, Ohio 43054	222-003227
9	4021 Westbury, New Albany, Ohio 43054	222-003228
10	4011 Westbury, New Albany, Ohio 43054	222-003229
11	4001 Westbury, New Albany, Ohio 43054	222-003230
12	3995 Holkham, New Albany, Ohio 43054	222-003231
13	4005 Holkham, New Albany, Ohio 43054	222-003232
14	4015 Holkham, New Albany, Ohio 43054	222-003233
15	4025 Holkham, New Albany, Ohio 43054	222-003234
16	4035 Holkham, New Albany, Ohio 43054	222-003235
17	4045 Holkham, New Albany, Ohio 43054	222-003236
18	4055 Holkham, New Albany, Ohio 43054	222-003237
19	4065 Holkham, New Albany, Ohio 43054	222-003238
20	4075 Holkham, New Albany, Ohio 43054	222-003239
21	4085 Holkham, New Albany, Ohio 43054	222-003240
22	4095 Holkham, New Albany, Ohio 43054	222-003241
23	7325 Southfield Road, New Albany, Ohio 43054	222-003242
24	7335 Southfield Road, New Albany, Ohio 43054	222-003243
25	7345 Southfield Road, New Albany, Ohio 43054	222-003244
26	7355 Southfield Road, New Albany, Ohio 43054	222-003245
27	7365 Southfield Road, New Albany, Ohio 43054	222-003246
28	7375 Southfield Road, New Albany, Ohio 43054	222-003247
29	4090 Holkham, New Albany, Ohio 43054	222-003248
30	4080 Holkham, New Albany, Ohio 43054	222-003249
31	4070 Holkham, New Albany, Ohio 43054	222-003250
32	4060 Holkham, New Albany, Ohio 43054	222-003251
33	4050 Holkham, New Albany, Ohio 43054	222-003252
34	4040 Holkham, New Albany, Ohio 43054	222-003253
35	4030 Holkham, New Albany, Ohio 43054	222-003254
Reserve "B"	0.363 acre private alley	222-003256
Reserve "C"	0.462 acre private alley	222-003257

56-211 (R 4-64)
RSE

Vol. 3229 pag 165

EASEMENT

10770

24421

In consideration of the sum of One Dollar (\$1.00) the receipt whereof is hereby acknowledged, the Grantor(s):
CATHERINE LOUISE TRAPP, Unmarried

do hereby grant unto COLUMBUS AND SOUTHERN OHIO ELECTRIC COMPANY, its successors, assigns, heirs and assigns (hereinafter called the Company), so long as the same may be used for the purposes herein contemplated, the right and easement to construct, reconstruct, enlarge, repair, replace, remove, operate and maintain facilities, whether pole or underground, for the transmission and distribution of electric energy, together with all such facilities, including poles, wires, guys, guy stabs, spools, insulators, fixtures and appurtenances, as it may require or deem proper therefor, and for the procurement and carrying of the wires and cables of other companies crossing the property situated in R. 16, T. 2, Sec. 36, Township of PLAIN, County of Franklin, State of Ohio, and under the property used for the highway.

In the presence of the County of Franklin and State of Ohio, and known as 4.36 acres, more or less, as the same is more particularly described in the deed dated 18 August, 1964, from Berman, E. and Anne E. Trapp to Catherine Louise Trapp and recorded in Deed Book 2588, Page 337, Record of Deeds in Recorder's office, Franklin County, Ohio, APR 30 1973

Received MAY 2 - 1973 at Franklin, Ohio
Witnessed by JAMES A. SCHNEPFER, Recorder
in Franklin County

Said lines shall be constructed within the 1/2 acre (37-foot strip of land, the center line described as follows: Beginning at the intersection of the center lines of Johnston Road and Thompson Road; thence crossing the above described property in a northwesterly direction for a distance of 164 feet and terminating at a point 141 feet West from the center line of Johnston Road and 145.8 feet North from the center line of Thompson Road.

TRANSFER NOT NECESSARY APR 30 1973

TRANSFER TAX EXEMPT

ARCH J. WARRE

In the case of underground services, the roadway is hereby granted, to install the necessary service facilities, which shall require the utility of the Company from the construction, design, lines, in such circumstances as may be necessary to serve with electric energy the building, building, building or to be constructed on the subject property or lots.

If at any time the Company is required by the State Highway Department or any other governmental authority having control over said highway to relocate any or all of the facilities of said line, then the Company may and is hereby granted the right in relocate said facilities along the highway as it now exists or may hereafter exist.

Said easement includes the right to trim any trees or shrubbery which may hereafter interfere with the construction, reconstruction, operation and/or maintenance of said line, within the limits of the easement and within the limits of a strip of land five feet in width on each side, adjacent and parallel to the easement and to trim or cut, any trees or shrubbery that now interfere with the construction or reconstruction of said line.

The Company hereby agrees to pay for damages to the stock, crops, fences, or structures of the Grantor(s), done by the Company or its employees while engaged in the construction or maintenance of said transmission line.

The Company shall have the right of ingress to and egress from the site occupied or to be occupied by said line and maintenance thereof. It is specially provided, however, that the limitations of said lines shall be so located as not to interfere with the undersigned's ingress to and egress from said property, and the Grantor(s) shall have the right to use said right-of-way and easement for purposes not inconsistent with Grantor's full enjoyment of the rights hereby granted.

WITNESS my hand this 19th day of April, 1973.

Signed and acknowledged in the presence of:
Anna E. Trapp
W. Edward E. Farby
W. Edward E. Farby
Catherine Louise Trapp
Catherine Louise Trapp

STATE OF OHIO
County of Franklin

Before me, a Notary Public in and for said county and state, personally appeared the above named Catherine Louise Trapp

who acknowledged that she did sign the foregoing instrument and that the same is her free act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this 19th day of April, 1973.
W. Edward E. Farby
Notary Public
Franklin County, Ohio

Commission expires _____ day of _____, 19__

This instrument was prepared by COLUMBUS AND SOUTHERN OHIO ELECTRIC COMPANY
2-760-77557

REC-222 10-4-44

EASEMENT

Vol. 3446 REC-679

1-433

In consideration of the sum of One Dollar (\$1.00), the receipt whereof is hereby acknowledged, the Grantor(s) and Grantee(s) have agreed that the following easement be granted:

That I, James A. Lumbardy, and Joyce K. Lumbardy, His wife, of the County of Franklin, State of Ohio, do hereby grant unto COLUMBUS AND SOUTHERN OHIO ELECTRIC COMPANY, its successors, assigns, leasees and licensees (hereinafter called the Company), so long as the same may be used for the purpose herein contemplated, the right and easement to construct, reconstruct, alter, repair, replace, remove, operate and maintain facilities, whether poles or underground, for the transmission and distribution of electric energy, together with all such facilities, including poles, wires, guys, guy stubs, cross-arms, cross-arms, hardware, fixtures and appurtenances, as it may require or deem proper therefor, and for the attachment and carrying of the wires and cables of other companies using energy in the conduct of their business, poles, wires, guys, and other material under the property and/or the highway, crossing the property situated in Franklin, County of Franklin, State of Ohio, and being as shown on the attached plat (being Book 3446 Page 433) and being as shown on the attached plat (being Book 3446 Page 433)

Witness my hand and seal this 1st day of January, 1955, at Columbus, Ohio.

Recorded in Franklin County, Ohio, on this 1st day of January, 1955, at Columbus, Ohio, by James A. Lumbardy, Recorder.

Said lines shall be constructed within a width of five (5) foot strip of land situated north, east and adjacent to the north property line and to extend from the beginning of Johnson Road in a westerly direction for a distance of 200 feet and there terminate.

TRANSFER NOT NECESSARY
JAN 8 1954
ARCH J. WARREN
AUDITOR

TRANSFER TAX EXEMPT
By FRANKLIN COUNTY, AUDITOR
ARCH J. WARREN

In the case of any easement or other right in or to any land, which shall remain the property of the Company, from its distribution leader lines, in such location or locations as may be necessary to serve with electric energy the building or buildings, existing or to be constructed on the subject property or lots.

If at any time the Company is required by the State Highway Department or any other governmental authority having control over said highway to remove any or all of the facilities of said line, then the Company may and it hereby granted the right to relocate said facilities along the highway as it now exists or may hereafter exist.

Said easement includes the right to run any poles or structures which may hereafter interfere with the construction, reconstruction, operation and/or maintenance of said line within the limits of the easement and within the limits of a five foot strip of land five feet in width on each side, adjacent and parallel to the easement and to run or put, any lines or structures that now interfere with the construction or reconstruction of said line.

The Company hereby agrees to pay for damages to the stock, crops, fences, or structures of the Grantor(s), done by the Company or its employees while engaged in the construction or maintenance of said transmission lines.

The Company shall have the right of ingress to and egress from the site occupied or to be occupied by said line and appurtenances, and the right to do any and all things necessary, proper or convenient to the successful operation and maintenance thereof. It is especially provided, however, that the facilities of said line shall be so located as not to interfere with the subsurface's ingress to and egress from said property, and the Company shall have the right to use said right-of-way and easement for purposes not inconsistent with Grantor's full enjoyment of the rights hereby granted.

WITNESS my hand and seal this 24th day of December, 1954.

John L. Chambers
John L. Chambers
Franklin, Ohio

James A. Lumbardy
James A. Lumbardy
Franklin, Ohio

STATE OF OHIO COUNTY, FRANKLIN
I, John J. Farrer, Notary Public in and for said county and state, personally appeared the above named John L. Chambers, James A. Lumbardy, and Joyce K. Lumbardy, who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

BY WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this 24th day of December, 1954.



John L. Chambers
John L. Chambers
Franklin, Ohio

Commission expires Dec 31 1955 day of December, 1955

This instrument was prepared by COLUMBUS AND SOUTHERN OHIO ELECTRIC COMPANY, Franklin, Ohio.



534960371

14235716

DEED OF MORTGAGE

ALL MEN BY THESE PRESENTS that Dwight K. Vance and Sherry Vance, husband and wife, "Grantors", for One Dollar (\$1.00) and other good and valuable consideration paid by the CITY OF COLUMBUS, OHIO, "Grantee", a municipal corporation, the receipt of which is hereby acknowledged, do hereby grant to Grantee, its successors and assigns forever, a perpetual easement in, over, under, across and through the following described real property for the purposes of constructing, installing, reconstructing, replacing, renewing, repairing, maintaining and operating water utility lines and appurtenances (the "improvement") thereto:

(SEE LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A" AND MADE A PART HEREOF) 116496

The Grantors and Grantee understand and hereby agree that all terms and conditions contained herein shall be effective and binding upon the parties and their respective heirs, executors, administrators, successors and assigns.

Grantors hereby release and discharge the Grantee, City of Columbus, Ohio, from any further claims for Ohio Constitution, Article I, Section 19, just compensation resulting from this grant or the construction of the "improvement". However, this release and discharge does not absolve the Grantee, its agents, representatives or contractors from liability for damages adjudged to have been caused by the culpable negligence of the Grantee, its agents, representatives or contractors during the construction of the "improvement". Notwithstanding the foregoing, the Grantee does not waive any governmental immunity or defenses which it may have, and the foregoing shall not be construed in any manner which results in the waiver or derelict of any such governmental immunity of defenses.

The Grantee, as soon as is practicable after all entries made pursuant to the rights granted herein, shall cause restoration of the described easement area(s) by returning the subject property to its former grade and restoring the surface area to its former condition as nearly as is reasonably possible, but subject to all other terms and conditions contained herein.

The perpetual easement rights granted herein shall not be construed to interfere with the Grantors' use of the subject real property, except that the Grantors shall not cause to be constructed or allow to be constructed any permanent building, structure, facility or improvement, excepting paved access roads and/or parking areas, which in any way impair the strength or interfere with the operation, maintenance, repair, removal, replacement or reconstruction of the subject "improvement" or access thereto. Should Grantors make permanent or temporary improvements in or upon the subject perpetual easement area(s), excepting paved access roads and/or parking areas, then Grantors shall assume the risk of such improvements being damaged or destroyed by Grantee's subsequent entries made for the purposes granted herein, and the Grantee, its agents, representatives and contractors, shall not be responsible or liable for any damage or destruction of such Grantors' improvements during the good faith exercise of the Grantee's rights granted herein.

The Grantors hereby covenant with Grantee that they are the true and lawful owners of the above described real property and are lawfully seized of the same in fee simple, and have good right and full power to grant this Deed of Easement.

TO HAVE AND TO HOLD said real property unto said Grantee, City of Columbus, Ohio, its successors and assigns forever, for the uses and purposes hereinbefore described.

CITY ATTORNEY'S OFFICE
REAL ESTATE DIVISION
109 N. FRONT STREET
COLUMBUS, OHIO 43215

MAIL

12:10 P
RECORDED FRANKLIN CO., OHIO

OCT 26 1989

RODNEY W. TERRY, REC'D FOR
COUNTY CLERK

RECORDED
INDEXED
OCT 26 1989
PALMER C. MCNEAL
AUDITOR
FRANKLIN COUNTY, OHIO

CONVEYANCE TAX
EXEMPT
PALMER C. MCNEAL
FRANKLIN COUNTY AUDITOR

14295317

IN WITNESS WHEREOF, the Grantors, Dwight K. Vance and Sherry Vance, have caused this Deed of Easement to be subscribed this 30th day of August, 1989.

Signed In The Presence Of:

Charles A. Pieprow
Richard A. Pieprow
Charles A. Pieprow
Richard A. Pieprow

Dwight K. Vance
Dwight K. Vance, husband
Sherry Vance
Sherry Vance, wife

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

BE IT REMEMBERED that on this 30th day of August, 1989, before me, a Notary Public in and for said jurisdiction, personally came the above named Dwight K. Vance and Sherry Vance, husband and wife, Grantors in the foregoing instrument, and acknowledged the signing of same to be a free and voluntary act and deed for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF I have hereunto subscribed my name and affixed my official seal on the day and year aforesaid.

(seal)

Edward J. Pappas
Notary Public

This instrument prepared by:
CITY OF COLUMBUS, DEPARTMENT OF LAW
By: Richard A. Pieprow
Real Estate Attorney
Real Estate Division

EDMUND W. SCOTT
NOTARY PUBLIC
AT COLUMBUS, OHIO, ON 8/30/89

Project: SR 161 & Marlena Road 16" Water Main



d/06 Deed of Easement (sewer/water)
Rvd 3-10-89

PARCEL 332-17

EMERIT A A *cc*

16235118

Dwg
10/24/58

Situated in the State of Ohio, County of Franklin, Township of Plain and City of Columbus, and bounded and described as follows:

Being a part of the Third Quarter of Township 2, North, Range 16, West, United States Military Lands and being a part of a 5.00 acre tract of land conveyed to Dwight A. Vance and Sherry Vance by deed of record in Official Record 08186, J-06, all references to the Recorder's Office, Franklin County, Ohio and being more particularly described as follows:

Commencing at a point in the centerline of Harlem Road, said point being in the northeast corner of said Vance 5.00 acre tract; thence, North $88^{\circ} 36' 53''$ West along the north line of said Vance tract a distance of 20.04 feet to a point in the westerly right-of-way line of said Harlem Road, said point being the true point of beginning of the herein described easement;

thence, South $2^{\circ} 22' 53''$ East along the said westerly right-of-way line a distance of 232.57 feet to a point on the south line of said Vance tract;

thence, North $88^{\circ} 36' 53''$ West along the south line of said Vance tract a distance of 15.03 feet to a point;

thence, North $2^{\circ} 22' 53''$ West parallel with the said westerly right-of-way line a distance of 232.57 feet to a point on the north line of said Vance tract;

thence, South $88^{\circ} 35' 53''$ East along the said north line a distance of 15.03 feet to the point of beginning.

It is understood that the easement described above contains 0.08 acre, more or less.

14837104

044529

THE OHIO BELL TELEPHONE COMPANY
Easement

AMERICAN EASEMENT Box

In consideration of ONE AND NO/100 Dollars (\$ 1.00) and other good and valuable considerations, receipt whereof is hereby acknowledged, WE hereby grant unto THE OHIO BELL TELEPHONE COMPANY, its successors and assigns, (hereinafter called the Company) a perpetual right of way and easement to install, construct, reconstruct, operate, maintain, repair, supplement and remove, at any time or times hereafter, its underground communication systems, together with all such communication facilities, including conduits, manholes, cables, wires, fixtures and appurtenances, as it may from time to time require or deem proper therefor, in, under, over and upon a strip of land as shown on exhibit (a) across the property and/or along the highway adjoining the property which

WE own or in which WE have an interest situated in the
TOWNSHIP of PLAIN County of FRANKLIN
State of Ohio, known as being PART OF A TRACT OF LAND SITUATED IN
SECTION 3, TOWNSHIP 2, RANGE 18, U.S. MILITARY LANDS AND BEING
MORE FULLY DESCRIBED IN A WARRANTY DEED DATED NOVEMBER 21, 1974 TO
EDGAR L. FAIRCHILD AND PEARL V. FAIRCHILD.

and being the same premises of record in Deed Book 3440 Page 227 of FRANKLIN County Records.

Said underground communication system shall be constructed within the boundaries of a strip of land as shown and delineated upon the attached drawing marked, "Exhibit A" and made a part hereof.

With each and every right given to the company by this easement, the company shall also have the perpetual right and easement to place above the strip of land shown in Exhibit "A" the following:

11-25A
PROPERTY OF FRANKLIN CO. OHIO

MAR - 1990

JOSEPH W. JENSEN, REGISTERED
ACCOUNTING FIRM

Said grant includes the right, at all times, of ingress to and egress from said strip, the right to use the premises parallel to and adjoining the boundaries of said strip for the operation of apparatus, appliances and equipment for any of the purposes herein specified, the right to clear said strip upon land of the undersigned, and the right to carry in said underground communication systems the communication facilities the company deems proper. This company shall promptly compensate the undersigned for all damage caused by any of the operations which the company is herein granted the right to perform. The company at its expense, shall restore all disturbed areas to as reasonable a condition as possible to the condition prior to any construction.

The company shall indemnify and save harmless the owners of said property from all damages to said property and from all claims and causes of actions for personal injury and damage's asserted against grantor by reason of any negligence in the construction of, and maintenance of said equipment upon said premises.

The undersigned may use the surface of said strip provided such use does not interfere with the Company's use of said easement.

NOT NECESSARY
MAR 8 1990
PALMER C. BENEAL
AUDITOR
FRANKLIN COUNTY, OHIO

CONVEYANCE TAX
EXEMPT
PALMER C. BENEAL
FRANKLIN COUNTY, OHIO

Witness signature & return

IN WITNESS WHEREOF, WE have hereunto set our hands) this
3 day of MARCH, 1992.

Signed and Acknowledged
in the Presence of:

x Robert Baum
WITNESS

x Edgar L. Fairchild
GRANTOR EDGAR L. FAIRCHILD

x Jean Marie
WITNESS

x Pearl V. Fairchild
GRANTOR PEARL V. FAIRCHILD

(This acknowledgement is to be executed if the Grantor is a corporation/partnership.)

STATE OF OHIO)
COUNTY OF FRANKLIN) SS

Personally came before me this 3 day of MARCH, 1992,
and

to me known to be the Edgar L. Fairchild and
respectively, of the above named corporation/partnership, and by me duly sworn, did
severally depose and say that they executed the foregoing instrument for and on behalf
of said corporation as such officers, being duly authorized so to do, and further did several-
ly depose and say that they are such officers of said corporation and that the seal affix-
ed to said instrument is the seal of said corporation.

Notary Public in and for

FRANKLIN County, Ohio
(This acknowledgement is to be executed if the Grantor is of singular or joint
tenants/tenants in common.)

STATE OF OHIO)
COUNTY OF FRANKLIN) SS

Before me, a Notary Public in and for said County, personally appeared
Edgar L. Fairchild and Pearl V. Fairchild
who acknowledged that They did sign the foregoing
instruments and that the same is their free act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name affixed my official
seal this 3 day of MARCH, 1992.

Robert D. Baum
Notary Public in and for
FRANKLIN County, Ohio
My Commission Expires 2/25/92

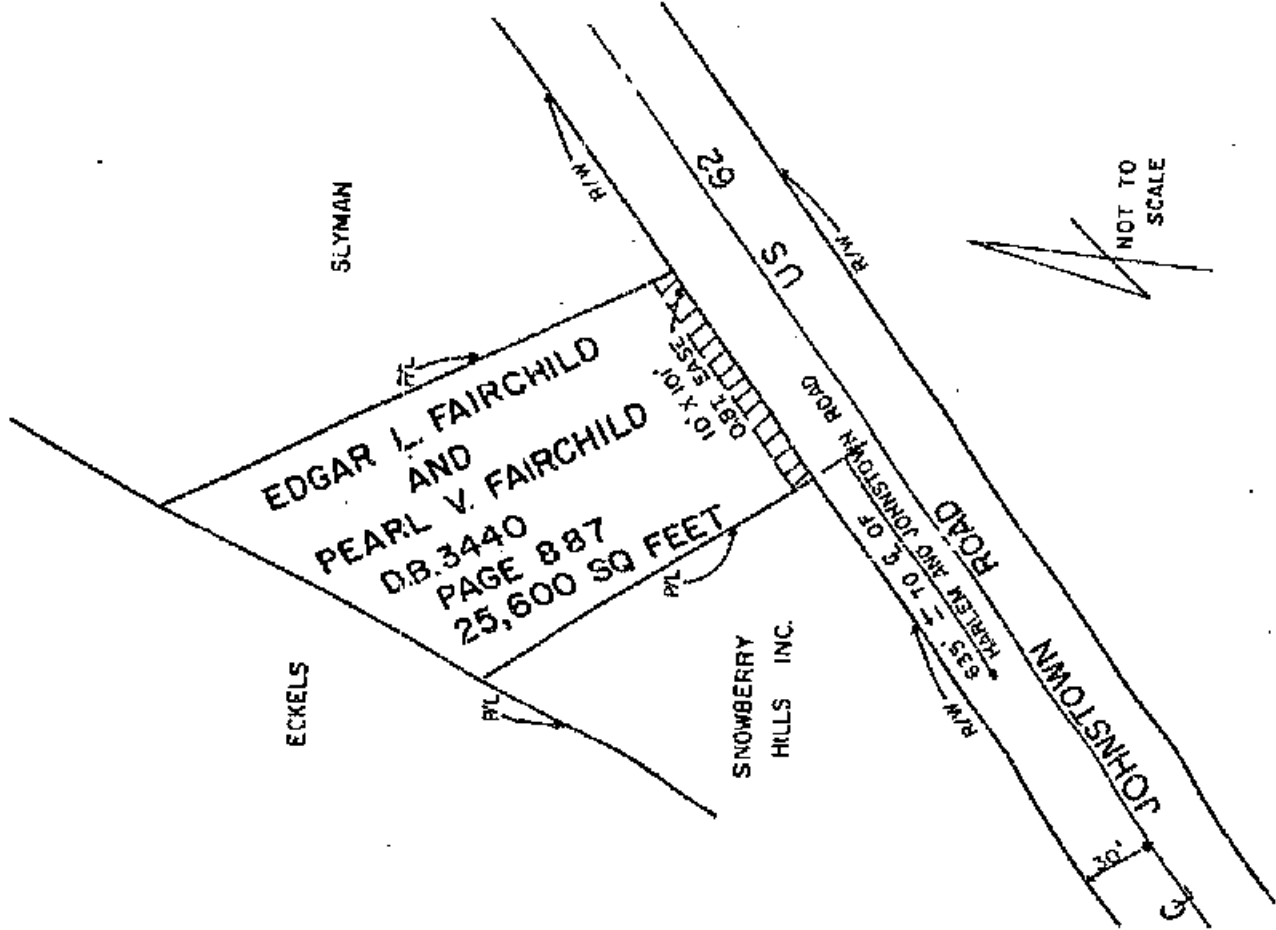
PEARL V. FAIRCHILD AND
EDGAR L. FAIRCHILD
FOR OHIO BELL TELEPHONE COMPANY USE ONLY
Date _____
Engineering Dept
Recording RM Agent
AMERICAN EASEMENT
Order No. 15577-89
CORPORATION REC 217-D
THIS SPACE FOR COUNTY RECORDERS OFFICE USE

COUNTY RECORDERS RECORD
Received for record _____ 19____
O'clock _____ PM
Recorded _____ 19____
Page _____
County Recorder _____

14837109

THIS INSTRUMENT
WAS PREPARED BY
OHIO BELL TELEPHONE
3-5-92-493

EXHIBIT A f4837106



TO EASEMENT DATED MAY 3 1970
 FROM EDGAR L. FAIRCHILD AND PEARL V. FAIRCHILD
 TO THE OHIO BELL TELEPHONE COMPANY

AS RECORDED IN FRANKLIN COUNTY RECORDS
 DEED BOOK 3440 PAGE 887
 ON NOVEMBER 21, 1974

SITUATED IN THE PLAIN TOWNSHIP OF FRANKLIN
 COUNTY OF FRANKLIN
 STATE OF OHIO

PREPARED BY AMERICAN EASEMENT CORPORATION
 DRAWN BY S.H. A.E.C.# 217 D ORDER NO. 15577-89

14837107

022530

THE OHIO BELL TELEPHONE COMPANY
Easement

In consideration of ONE AND SIXTYFOUR CENTS (\$ 1.60) and other good and valuable considerations, receipt whereof is hereby acknowledged, WE hereby grant unto THE OHIO BELL TELEPHONE COMPANY, its successors and assigns, (the remainder called the Company) a perpetual right of way and easement to install, construct, reconstruct, operate, maintain, repair, supplement and renew, at any time or times hereafter, its underground communication systems, together with all such communication facilities, including conduits, manholes, cables, wires, fixtures and appurtenances, as it may from time to time require or deem proper therefor, in, under, over and upon a strip of land as shown on exhibit(s) across the property and/or along the highway adjoining the property which

WE own or in which we have an interest situated in the TOWNSHIP of PLAIN County of FRANKLIN State of Ohio, known as being PART OF A TRACT OF LAND SITUATED IN

SECTION 3, TOWNSHIP 2, RANGE 16, T1LS MILITARY LANDS CONTAINING 0.552 ACRES MORE OR LESS, AND BEING MORE FULLY DESCRIBED IN A WARRANTY DEED DATED OCTOBER 29, 1976 TO

WAYNE R. SLYMAN AND JOANNE H. SLYMAN

and being the same premises of record in Deed Book 2549 Page 250 of FRANKLIN County Records.

Said underground communication system shall be constructed within the boundaries of a strip of land as shown and delineated upon the attached drawing marked, "Exhibit A" and made a part hereof.

With each and every right given to the company by this easement, the company shall also have the perpetual right and easement to place above the strip of land shown in Exhibit A the following:

11-25A
RECORDING FRANKLIN CO. OHIO

MAR - 1 1990

JOSEPH B. ZETA, REGISTER
FRANKLIN CO. OHIO

Said grant includes the right, at all times, of ingress to and egress from said strip, the right to use the premises parallel to and adjoining the boundaries of said strip for the operation of apparatus, appliances and equipment for any of the purposes herein specified, the right to clear said strip upon land of the undersigned, and the right to carry in said underground communication systems the communication facilities the company deems proper. The company shall promptly compensate the undersigned for all damage caused by any of the operations which the company is herein granted the right to perform. This company at its expense, shall restore all disturbed areas to as reasonable a condition as possible to the condition prior to any construction.

The company shall indemnify and save harmless the owners of said property from all damages to said property and from all claims and causes of actions for personal injury and damages asserted against grantor by reason of any negligence in the construction of, and maintenance of said equipment upon said premises.

The undersigned may use the surface of said strip provided such use does not interfere with the Company's use of said strip.

NOT NECESSARY
TRANSFERRED
MAR 9 1990
PALMER C. MCNEAL
REGISTER
FRANKLIN COUNTY, OHIO

CORPORATE TAX
EXEMPT
PALMER C. MCNEAL
REGISTER
FRANKLIN COUNTY, OHIO

Original Easement Doc

IN WITNESS WHEREOF, WE have hereunto set OUR hands(s) this 3 day of MAY, 1990

Signed and Acknowledged in the presence of:

x Robert Baum
WITNESS

x Wayne R. Slyman
GRANTOR WAYNE R. SLYMAN (HUSBAND)

x Jeanne M. Slyman
WITNESS

x GRANTOR JOANNE M. SLYMAN
Jeanne M. Slyman (WIFE)

THIS INSTRUMENT WAS PREPARED BY OHO BELL TELEPHONE CO. 3-540 59

(This acknowledgment is to be executed if the Grantor is a non-participating partner.)

STATE OF OHIO
COUNTY OF FRANKLIN

Personally came before me this 3 day of MAY, 1990, to me known to be the Grantors and

respectively, of the above named corporation/partnership, and by me duly sworn, did severally depose and say that they executed the foregoing instrument for and on behalf of said corporation as such officers, being duly authorized so to do, and further did severally depose and say that they are such officers of said corporation and that the seal affixed to said instrument is the seal of said corporation.

Notary Public in and for Franklin County, Ohio

(This acknowledgment is to be executed if the Grantor is of singular or joint tenants/tenants in common.)

STATE OF OHIO }
COUNTY OF FRANKLIN } SS

Before me, a Notary Public in and for said County, personally appeared Wayne R. Slyman and Jeanne M. Slyman who acknowledged that They did sign the foregoing instruments and that the same is their free act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name affixed my official seal this 3 day of MAY, 1990
Robert D. Baum
Notary Public in and for Franklin County, Ohio

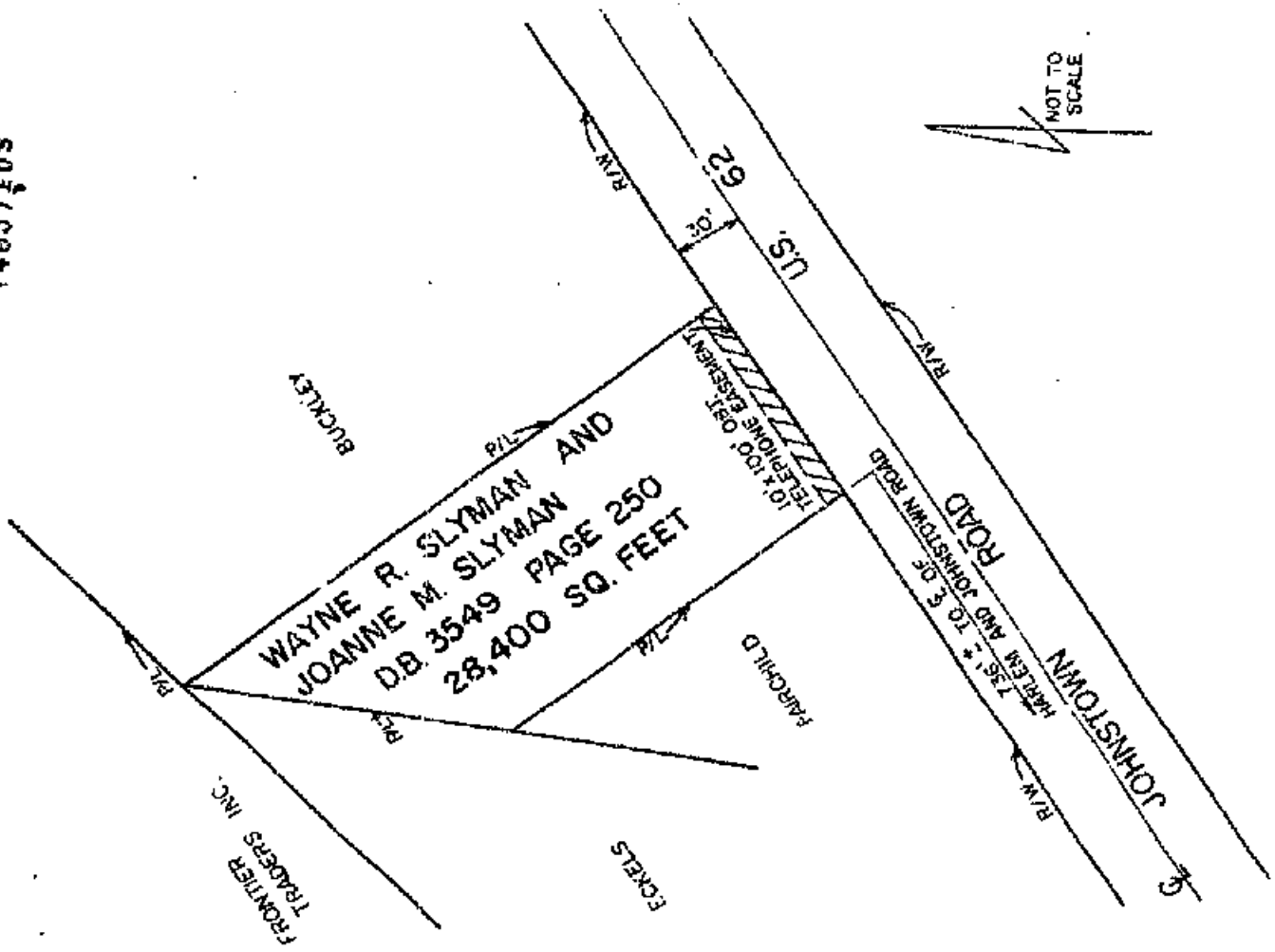
FOR OHIO BELL TELEPHONE COMPANY USE ONLY
Date
Engineering District AMERICAN ESSENTIAL
Recording RW Agent
CORPORATION AEC 217-D
THIS SPACE FOR COUNTY RECORDER'S OFFICE USE

Received for record 19 AM O'clock
Recorded 19 AM O'clock
Deed Book Page
County Recorder

WAYNE R. SLYMAN AND JOANNE M. SLYMAN

14837108

EXHIBIT A F483710S



WAYNE R. SLYMAN AND
 JOANNE M. SLYMAN PAGE 250
 DB 3549 28,400 SQ. FEET

TO EASEMENT DATED: MARCH 3rd 1990
 FROM: WAYNE R. SLYMAN AND JOANNE M. SLYMAN
 TO: THE OHIO BELL TELEPHONE COMPANY
 AS RECORDED IN FRANKLIN COUNTY RECORDS
 DEED BOOK 3549 PAGE 250
 ON: OCTOBER 29, 1976
 SITUATED IN THE: TOWNSHIP OF PLAIN
 COUNTY OF: FRANKLIN
 STATE OF OHIO

PREPARED BY: AMERICAN EASEMENT CORPORATION
 12477.00

15862 J02

THE

1115 A.M.

RECORDED IN BRUNN CO., OHIO

1074 J0

THE OHIO BELL TELEPHONE COMPANY
Easements

SEP 26 1990

JOSEPH W. TESLA, RECORDER

RECORDER'S FEE \$ 7.00

In consideration of ONE A HUNDRED Dollars (\$ 1.00) and other good and valuable considerations, receipt whereof is hereby acknowledged, THE OHIO BELL TELEPHONE COMPANY (hereby grant unto THE OHIO BELL TELEPHONE COMPANY, its successors and assigns, (hereinafter called the Company) a perpetual right of way and easement to install, construct, reconstruct, operate, maintain, repair, supplement and remove, at any time or times hereafter, its underground communication systems, together with all such communication facilities, including conduits, manholes, cables, wires, fixtures and appurtenances, as it may from time to time require or deem proper therefor, in, under, over and upon a strip of land as shown on exhibit(s) across the property and/or along the highway adjoining the property which

is owned or in which grantor has an interest situated in the township of FRANKLIN County of FRANKLIN State of Ohio, known as being

PART OF A TRACT OF LAND CONTAINING 0.637 ACRES MORE OR LESS SITUATED IN SECTION 3, TOWNSHIP 2, RANGE 16, U.S. MILITARY LANDS AND BEING MORE FULLY DESCRIBED IN A GENERAL WARRANTY DEED DATED DECEMBER 29, 1989 TO THE OHIO BELL TELEPHONE COMPANY (AN OHIO PARTNERSHIP)

and being the same premises of record in Official Record 15554 Page 814 of FRANKLIN County Records.

Said underground communication system shall be constructed within the boundaries of a strip of land as shown and delineated upon the attached drawing marked "Exhibit 2A" and made a part hereof.

With each and every right given to the company by this easement, the company shall also have the perpetual right and easement to place above the strip of land shown in Exhibit 'A' the following:

Every Easement shall be MAX 24" Diameter
Beid All Connections under the Easement

Said grant includes the right, at all times, of ingress to and egress from said strip, the right to use the premises parallel to and adjoining the boundaries of said strip for the operation of apparatus, appliances and equipment for any of the purposes herein specified, the right to clear said strip upon land of the undersigned, and the right to carry in said underground communication systems the communication facilities the company deems proper. The company shall promptly compensate the undersigned for all damage caused by any of the operations which the company is herein granted the right to perform. The company at its expense shall restore all disturbed areas to as reasonable a condition as possible to the condition prior to any construction.

The company shall indemnify and save harmless the owners of said property from all damages to said property and from all claims and causes of action for personal injury and damages asserted against grantor by reason of any negligence in the construction of, and maintenance of said equipment upon said premises.

The undersigned may use the surface of said strip provided such use does not interfere with the Company's use of said easement.

TRANSFERRED
NOT NECESSARY
SEP 26 1990
PALMER D. MUNCIE
FRANKLIN COUNTY, OHIO

CONVEYANCE TAX
EXEMPT
PARTNERSHIP

PARTNERSHIP
1099
2-2-85

AMERICAN RIGHT OF WAY BOARD

IN WITNESS WHEREOF, I have hereunto set my hand(s) this
11th day of September, 1970.
 Signed and Acknowledged
 in the Presence of

By: [Signature]
 WITNESS
 By: [Signature]
 WITNESS
 By: [Signature]
 WITNESS
 By: [Signature]
 WITNESS

THE NEW ALBANY COMPANY
 a partnership
 By: [Signature]
 Partner
 By: [Signature]
 Partner
 By: [Signature]
 Partner
 By: [Signature]
 Partner

(This acknowledgment is to be executed if the Grantor is a corporation/partnership.)

STATE OF OHIO)
) SS
 COUNTY OF FRANKLIN

Personally came before me this 11th day of September, 1970, William E. Westbrock to me known to be the Vice President of Rocky Fork Development Corporation, Partner of Grantor, and by me duly sworn did depose and say that he executed the foregoing instrument for and on behalf of said corporation as such officer being duly authorized so to do, and further did depose and say that he is such officer of said corporation.

STEVEN J. MORRIS
 Notary Public in and for
 the State of Ohio
 My Comm. Expires Jan 31, 1974
[Signature]
 Notary Public in and for
FRANKLIN County, Ohio

(This acknowledgment is to be executed if the Grantor is of singular or joint ownership in common.)

STATE OF OHIO)
) SS
 COUNTY OF FRANKLIN

Before me, a Notary Public in and for said County, personally appeared
[Name] and [Name]
 who acknowledged that [Name] did sign the foregoing
 instrument and that the same is [Name] free act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name attested my official seal this 11th day of September, 1970.

[Signature]
 Notary Public in and for
FRANKLIN County, Ohio

15862208

THIS INSTRUMENT
 WAS PREPARED BY
 CH2 BELL TELEPHONE CO
 4-25-70

THE NEW ALBANY COMPANY (AN OHIO PARTNERSHIP)

FOR OHIO BELL TELEPHONE COMPANY USE ONLY

Date 15/27-70

Order No. 15572-89

Engineering District AMERICAN EASMENT

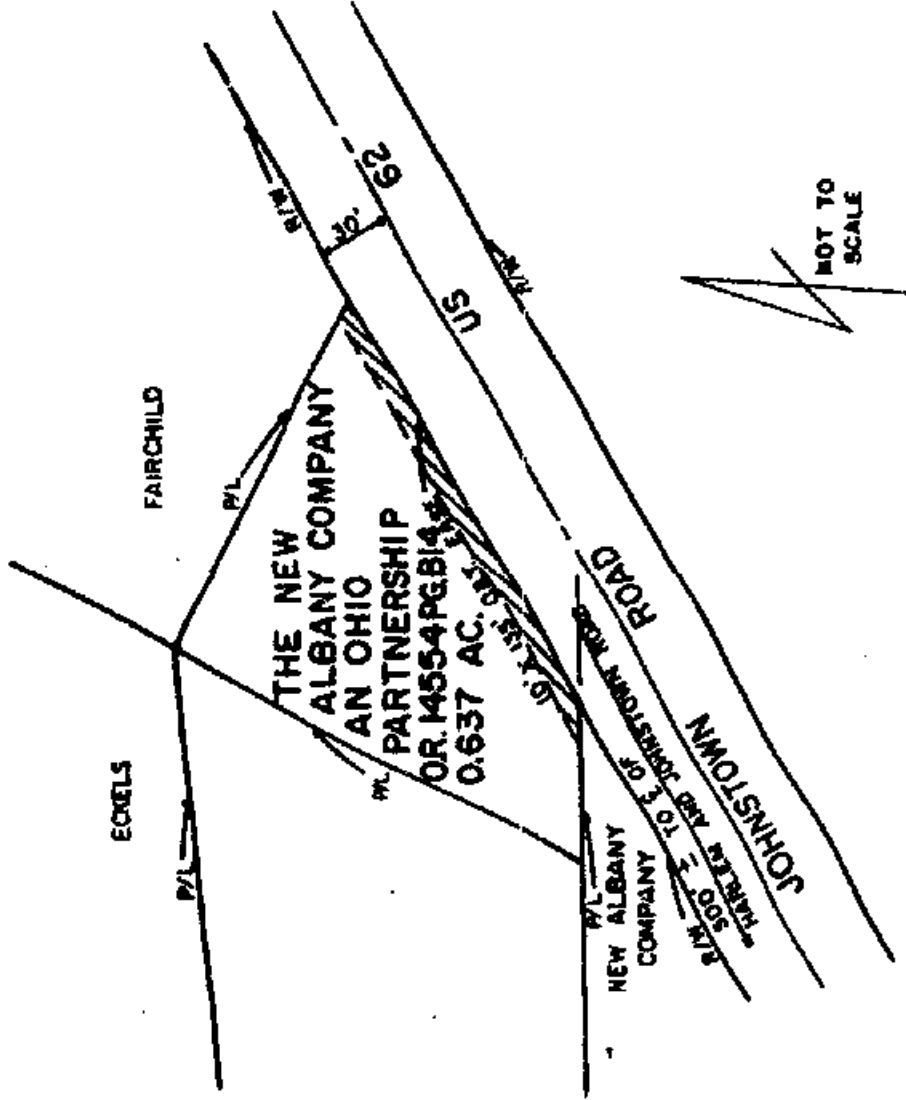
Recording File Agent CORPORATION A.E.C. 217-0

THIS SPACE FOR COUNTY RECORDER'S OFFICE USE

Placed for record _____
 At _____ O'clock _____
 Recorded _____
 Dead Book _____
 COUNTY RECORDER'S RECORD

15862J04

EXHIBIT A



TO EASEMENT DATED SEPTEMBER 27, 1910
 FROM THE NEW ALBANY COMPANY (AN OHIO PARTNERSHIP)

TO THE OHIO BELL TELEPHONE COMPANY

AS RECORDED IN FRANKLIN COUNTY RECORDS
 OFFICIAL RECORD 14554 PAGE A-14
 ON DECEMBER 29, 1989

SITUATED IN THE TOWNSHIP DE PLAIN
 COUNTY OF FRANKLIN
 STATE OF OHIO

PREPARED BY AMERICAN EASEMENT CORPORATION
 DRAWN BY C.M. AEC 222 ORDER NO. 15577-89

15862 J 08

1115 AM

RECORDER'S OFFICE - OHIO

107453

THE OHIO BELL TELEPHONE COMPANY

SEP 25 1989

Assessment

JOSEPH W. TUSA, RECORDER
RECORDER'S FEES \$ 12.00

In consideration of ONE & NO/100 Dollars (\$ 1.00) and other good and valuable considerations, receipt whereof is hereby acknowledged, THE NEW ALBANY COMPANY, hereinafter called the Company, its successors and its assigns, (hereinafter called the Grantor) a perpetual right of way and easement to install, construct, reconstruct, operate, maintain, repair, supplement and remove, at any time or times hereafter, its underground communication systems, together with all such communication facilities, including conduits, manholes, cables, wires, fixtures and appurtenances, as it may from time to time require or deem proper therefor, in, under, over and upon a strip of land as shown on exhibit(s) across the property and/or along the highway adjoining the property which TOWN OF PLAIN or in which GRANTOR has an interest situated in the

State of Ohio, known as being County of FRANKLIN
PART OF A TRACT OF LAND CONTAINING 5.282 ACRES MORE OR LESS SITUATED IN SECTION 3, TOWNSHIP 2, RANGE 15, U.S. MILITARY LANDS AND BEING MORE FULLY DESCRIBED IN A GENERAL WARRANTY DEED DATED DECEMBER 29, 1988 TO THE NEW ALBANY COMPANY (AN OHIO PARTNERSHIP)

and being the same premises of record in OFFICIAL RECORD 14554 Page 14-14 of Franklin County Records

Said underground communication system shall be constructed within the boundaries of a strip of land as shown and delineated upon the attached drawing marked, "Exhibit and made a part hereof."

With each and every right given to the Company by this easement, the Company shall also have the perpetual right and easement to place above the strip of land shown in Exhibit "A" the following:

Every Right Now On Map To Be Made A Part Hereof
Does include The Easement

Said grant includes the right, at all times, of ingress to and egress from said strip, the right to use the premises parallel to and adjoining the boundaries of said strip for the operation of apparatus, appliances and equipment for any of the purposes herein specified, the right to clear said strip upon land of the undersigned, and the right to carry in said underground communication systems the communication facilities the Company deems proper. The Company shall promptly compensate the undersigned for all damage caused by any of the operations which the Company is herein granted the right to perform. The Company, at its expense, shall restore all disturbed areas to as reasonable a condition as possible in the condition prior to any construction.

The Company shall indemnify and save harmless the owners of said property from all damage to said property and from all claims and causes of actions for personal injury and damages asserted against grantor by reason of any negligence in the construction of, and maintenance of said equipment upon said premises.

The undersigned may use the surface of said strip provided such use does not interfere with the Company's use of said easement.

TRANSFERRED
NOT NECESSARY

SEP 26 1989

PAULMER C. MCNEAL
Auditor
FRANKLIN COUNTY, OHIO
#670

CONVEYANCE TAX
EXEMPT
PAULMER C. MCNEAL
Auditor
FRANKLIN COUNTY, OHIO

PARTNERSHIP
FILING DATE 12-9-85
RECORDED VOL 14554 PAGE 149
JOSEPH W. TUSA
RECORDER
FRANKLIN COUNTY, OHIO

IN WITNESS WHEREOF, I do Name hereunto set my hand(s) this 21 day of SEPTEMBER 1988

Signed and Acknowledged in the Presence of

THE NEW ALBANY COMPANY
an Ohio Partnership
By: ROCKY GORRIS Partner
By: GRANTOR Vice President

Steven J. Morris
WITNESS

Steven J. Morris
WITNESS

GRANTOR

(This acknowledgment is to be executed if the Grantor is a corporation/partnership.)

STATE OF OHIO) SS
COUNTY OF FRANKLIN)

Personally came before me this 21 day of September 1988, William R. Westbrock to me known to be the Vice President of Rocky Fork Development Corporation, Partner of Grantor, and by my duly sworn did depose and say that he executed the foregoing instrument for and on behalf of said corporation as such officer, being duly authorized so to do, and further did depose and say that he is such officer of said corporation.

Steven J. Morris
STEVEN J. MORRIS
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES JAN 31, 1991
FRANKLIN County, Ohio

(This acknowledgment is to be executed if the Grantor is of singular or joint tenancy in common.)

STATE OF OHIO) SS
COUNTY OF FRANKLIN)

Before me, a Notary Public in and for said County, personally appeared _____ and _____ who acknowledged that _____ did sign the foregoing instruments and that the same is _____ free act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name affixed my official seal this _____ day of _____ 19_____

Notary Public in and for _____ County, Ohio

15862109

THIS INSTRUMENT
WAS FILED BY
OHIO BELL TELEPHONE CO
9-21-88

THE NEW ALBANY COMPANY (AN OHIO PARTNERSHIP)

FOR OHIO BELL TELEPHONE COMPANY USE ONLY
Date 25572-89
Order No. _____
Engineering District AMERICAN EMBLEM
Recording P/W Agent AMERICAN EMBLEM
CORPORATION A.E.C. 217-D
THIS SPACE FOR COUNTY RECORDERS OFFICE USE

COUNTY RECORDERS RECORD
Filed for record _____
At _____ O'clock _____
Recorded _____
Deed Book _____

15862J10

EXHIBIT A

HARLEM ROAD
(40' R/W)

DWIGHT K. AND SHERRY VANCE

THE NEW ALBANY COMPANY
AN OHIO PARTNERSHIP
O.R. 14554 PAGE B14
5.292 AC.

80' X 210'
OBT. EASE

R/W THOMPSON ROAD (60' R/W)

JAMES M. RYAN

NOT TO SCALE

TO EASEMENT DATED September 21st 1910
 FROM THE NEW ALBANY COMPANY (AN OHIO PARTNERSHIP)
 TO THE OHIO BELL TELEPHONE COMPANY
 AS RECORDED IN FRANKLIN COUNTY RECORDS
 OFFICIAL RECORD 1554 PAGE 131A
 ON DECEMBER 29, 1888
 SITUATED IN THE PLAIN TOWNSHIP OF FRANKLIN
 COUNTY OF FRANKLIN
 STATE OF OHIO

PREPARED BY: AMERICAN EASEMENT CORPORATION
 DRAWN BY: clp REC. REGISTER NO. 15637-22

IN WITNESS WHEREOF, I have hereunto set my hand(s) this _____ day of _____ 19__.

Signed and Acknowledged in the Presence of: THE NEW ALBANY COMPANY by Ohio Partnership

By: ROCKY FORK, Vice President

BY: GRANTON WITTS, Vice President

WITNESS: _____ GRANTOR

AMERICAN ENGINEERING & SURVEYING CO.

15852412

(This acknowledgment is to be executed if the Grantor is a corporation/partnership.)

STATE OF OHIO)) SS)
COUNTY OF FRANKLIN))

Personally came before me this _____ day of _____, 1980, WILLIAM E. Westbrock to me known to be the Vice President of Rocky Fork Development Corporation, Partner of Grantor, and by me duly sworn did depose and say that he executed the foregoing instrument for and on behalf of said corporation as such officer, being duly authorized so to do, and further did depose and say that he is such officer of said corporation.

STEVEN J. MORRIS
Notary Public State of Ohio
Commission Expires 11.1.1984
FRANKLIN County, Ohio

(This acknowledgment is to be executed if the Grantor is of singular or joint individuals in common.)

STATE OF _____)) SS)
COUNTY OF _____))

Before me, a Notary Public in and for said County, personally appeared _____ and _____ who acknowledged that _____ did sign the foregoing instruments and that the same is _____ free and clear.

IN WITNESS WHEREOF, I have hereunto subscribed my name affixed my official seal this _____ day of _____ 19__.

Notary Public in and for _____ County, Ohio

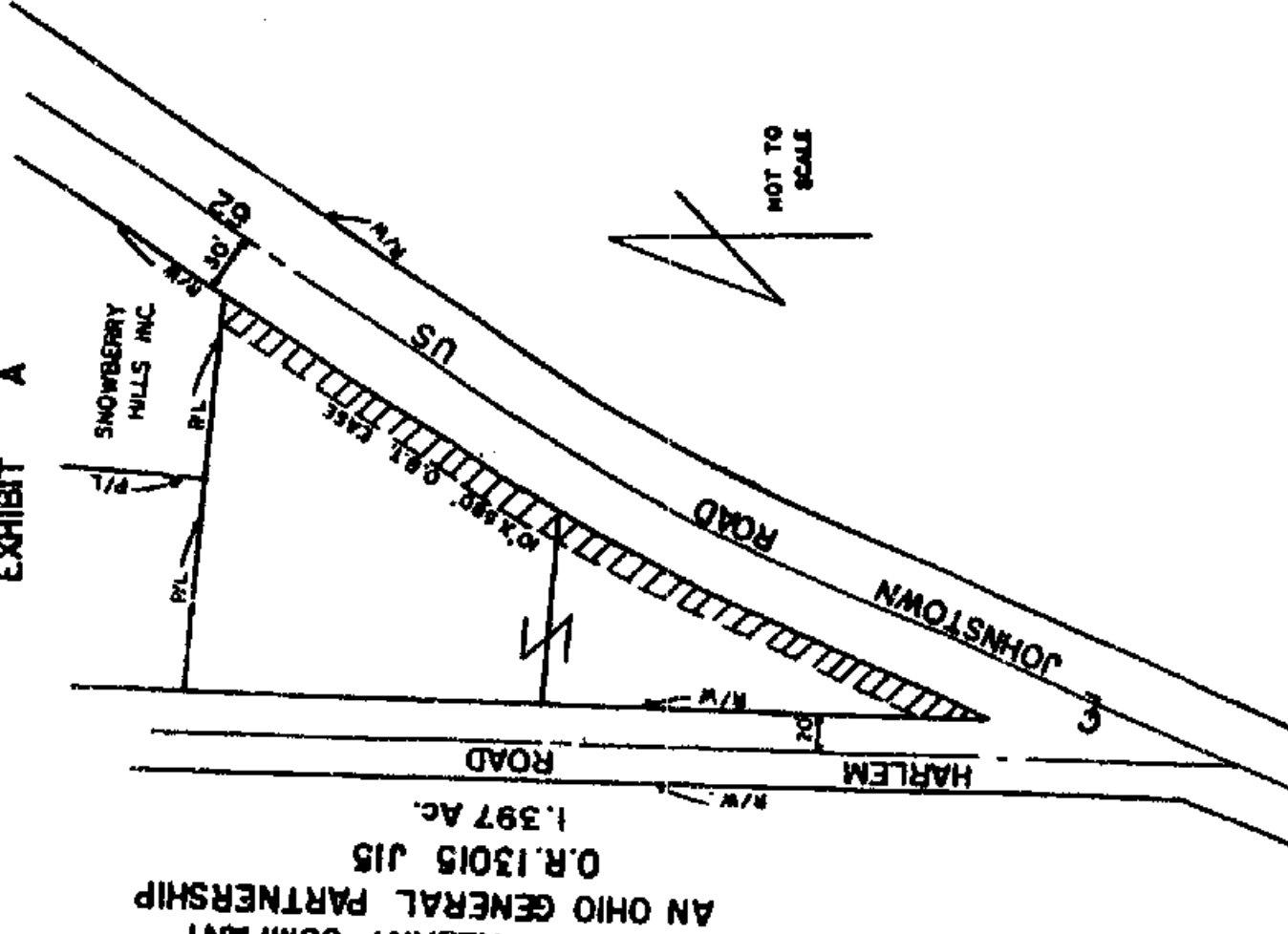
THIS INSTRUMENT WAS TRANSMITTED BY OHIO BELL TELEPHONE CO.

NEW ALBANY COMPANY AN OHIO GENERAL PARTNERSHIP
FOR OHIO BELL TELEPHONE COMPANY USE ONLY
Date _____ Order No. 15877-89
Engineering District _____ AMERICAN EASEMENT
Recording File Agent _____
CORPORATION REC 237-D
THIS SPACE FOR COUNTY REORDER'S OFFICE USE

COUNTY REORDER'S RECORD
Recorded for record _____
M. DeLoch _____
Recorded _____
Dearborn _____
Recorder _____
County _____

EXHIBIT A

15862 J13



THE NEW ALBANY COMPANY
 AN OHIO GENERAL PARTNERSHIP
 O.R. 13015 J13
 1.397 AC.

TO EASEMENT DATED SEPT. 11, 1990
 FROM THE NEW ALBANY COMPANY AN OHIO GENERAL PARTNERSHIP

TO: THE OHIO BELL TELEPHONE COMPANY

AS RECORDED IN FRANKLIN COUNTY RECORDS

OFFICIAL RECORD 13015 PAGE J13

ON FEBRUARY 21, 1988

SITUATED IN THE PLAIN TOWNSHIP OF PLAIN

COUNTY OF FRANKLIN

STATE OF OHIO

PREPARED BY: AMERICAN EASEMENT CORPORATION
 DRAWN BY: C.H. ACC. # 117-09 ORDER NO. 15577-89



AEP America's Energy Partner

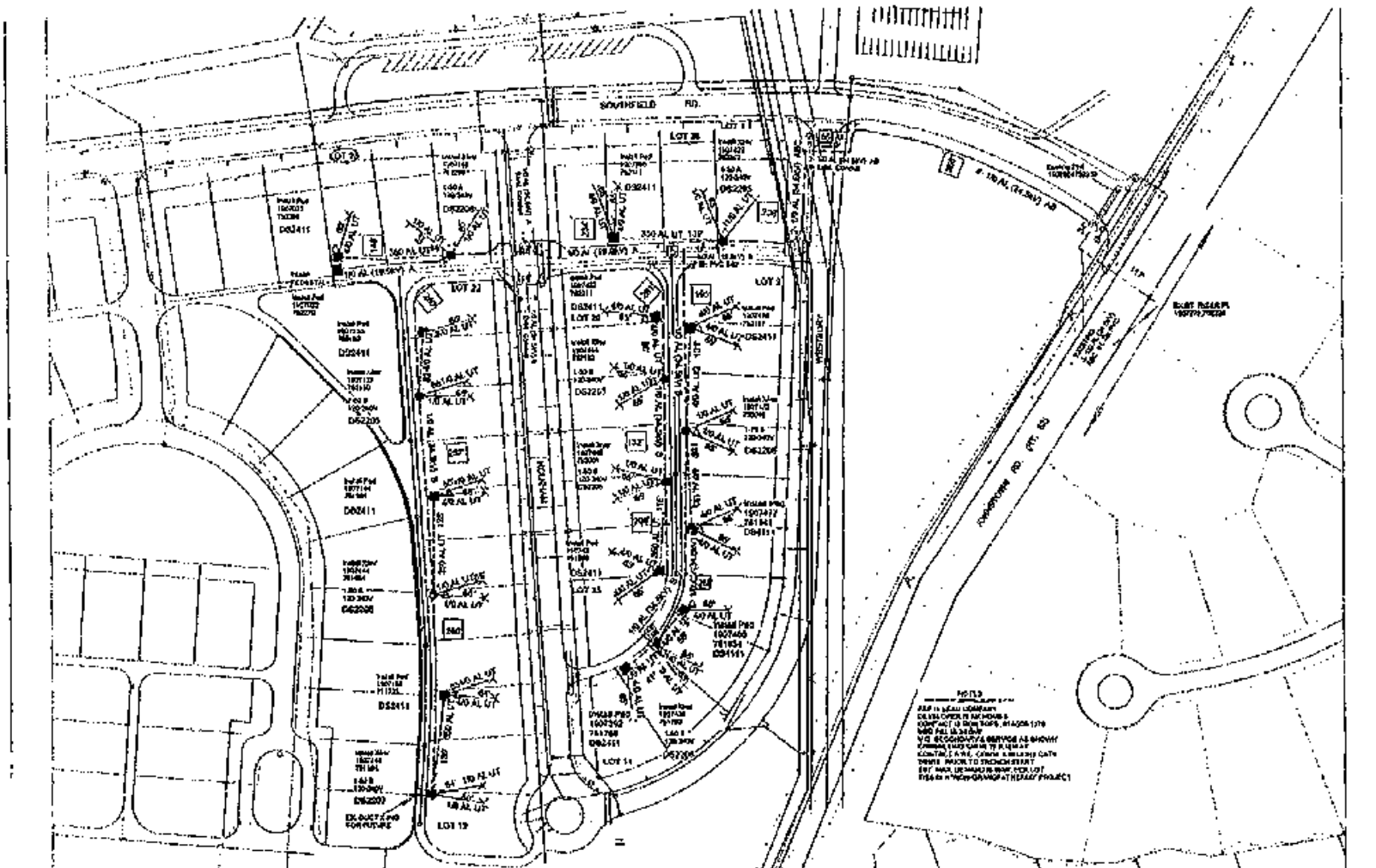
Addendum to Easement & Right of Way

Notwithstanding anything to the contrary stated in the attached Deed of Easement, the Easement is non-exclusive as to Grantor, and is conveyed by Grantor with general warranty covenants exclusive of such easements, conditions, restrictions and other matters of record.

The Easement shall be constructed and incorporated within the limits of those certain strips of land delineated on the attached drawings, incorporated herein by this reference, to serve buildings and structures within the subdivision and other lands, and to extend electric lines to serve other properties as necessary, together with the right to bury beneath the surface of the ground on any and all lots within the subdivision, service wires, cable, conduit or conductors for the benefit of any other lots in the subdivision. The granting of this Easement does not preclude the use of the easement area by water, sewer, gas, telephone, cable or other communication companies, provided that such facilities do not interfere with Grantor's facilities.

By granting this Easement, Grantor is consenting to Grantor's installation of lines, ducts, and/or conduit only underground. No overhead lines shall be permitted without Grantor's express written consent.

CALL BEFORE YOU DIG !!!



NOTES

1. SEE PLAT 1000000000
 2. SEE PLAT 1000000000
 3. SEE PLAT 1000000000
 4. SEE PLAT 1000000000
 5. SEE PLAT 1000000000
 6. SEE PLAT 1000000000
 7. SEE PLAT 1000000000
 8. SEE PLAT 1000000000
 9. SEE PLAT 1000000000
 10. SEE PLAT 1000000000

An LD-Pro® Worksheet

DATE: 10/15/2008 10:00 AM

PROJECT: 1000000000

CLIENT: 1000000000

DESIGNER: 1000000000

CHECKER: 1000000000

DATE: 10/15/2008 10:00 AM

PROJECT: 1000000000

CLIENT: 1000000000

DESIGNER: 1000000000

CHECKER: 1000000000

DATE: 10/15/2008 10:00 AM

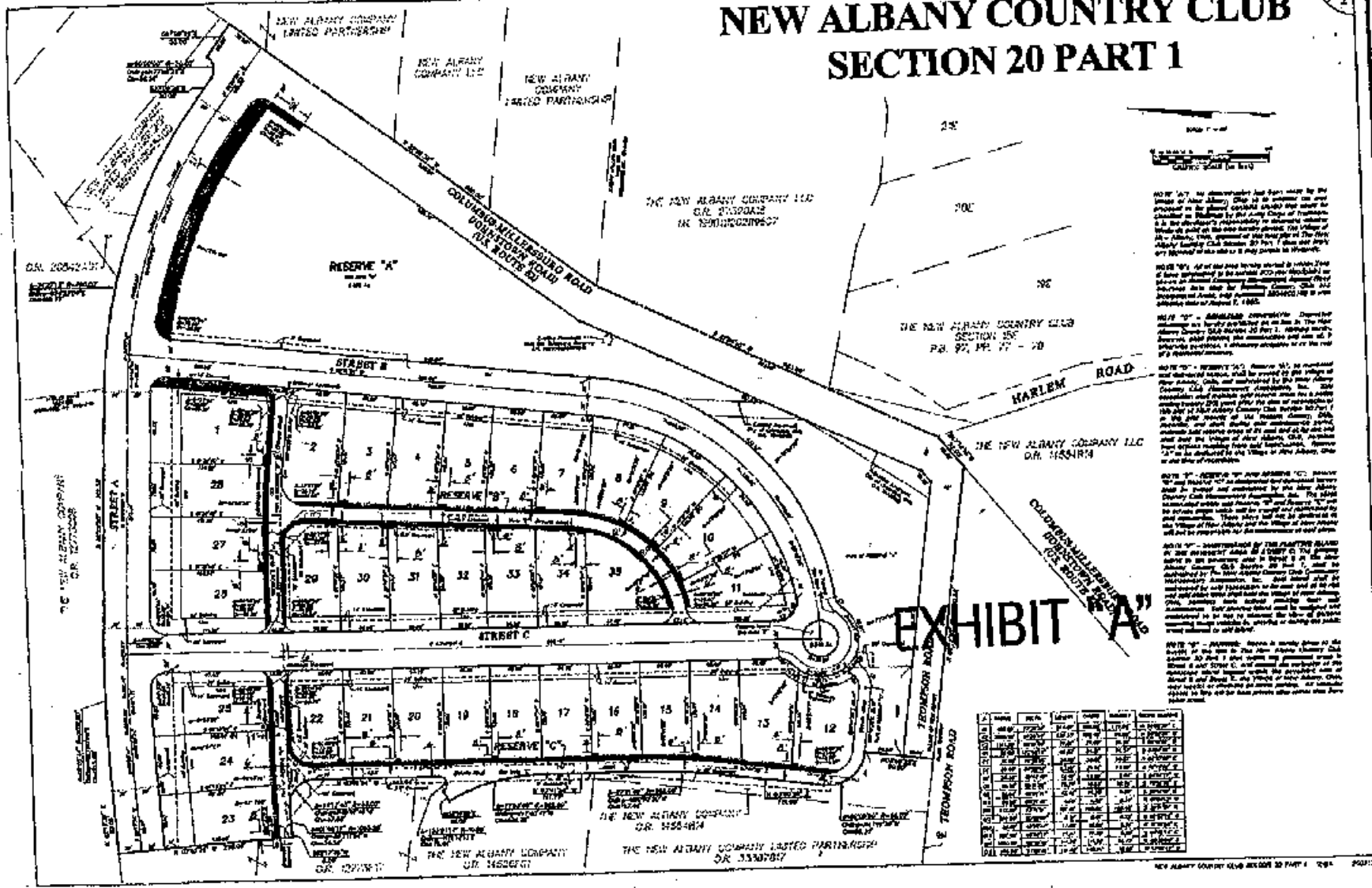
PROJECT: 1000000000

CLIENT: 1000000000

DESIGNER: 1000000000

CHECKER: 1000000000

NEW ALBANY COUNTRY CLUB SECTION 20 PART 1



NOTE 'A' - The development has been made by the owner of New Albany Club in accordance with the plan approved by the Board of Health of the City of New Albany, Indiana, and the Board of Health of the State of Indiana. It is the developer's responsibility to determine whether the plan complies with the provisions of the laws of the State of Indiana, and the Board of Health of the City of New Albany, Indiana, and the Board of Health of the State of Indiana. The plan is subject to the approval of the Board of Health of the City of New Albany, Indiana, and the Board of Health of the State of Indiana.

NOTE 'B' - All of the lots shown on this plan which are shown as being reserved in the plan are shown as being reserved in the plan. The plan is subject to the approval of the Board of Health of the City of New Albany, Indiana, and the Board of Health of the State of Indiana.

NOTE 'C' - The developer of the property shown on this plan is The New Albany Country Club, Section 20 Part 1, and the developer is The New Albany Country Club, Section 20 Part 1. The plan is subject to the approval of the Board of Health of the City of New Albany, Indiana, and the Board of Health of the State of Indiana.

NOTE 'D' - The developer of the property shown on this plan is The New Albany Country Club, Section 20 Part 1, and the developer is The New Albany Country Club, Section 20 Part 1. The plan is subject to the approval of the Board of Health of the City of New Albany, Indiana, and the Board of Health of the State of Indiana.

NOTE 'E' - The developer of the property shown on this plan is The New Albany Country Club, Section 20 Part 1, and the developer is The New Albany Country Club, Section 20 Part 1. The plan is subject to the approval of the Board of Health of the City of New Albany, Indiana, and the Board of Health of the State of Indiana.

Lot No.	Area	Owner	Remarks
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AFFIDAVIT ON FACTS RELATING TO TITLE
(Sec. 5301.252, Ohio Revised Code)

STATE OF OHIO
COUNTY OF FRANKLIN, ss:

200403230063262
Part 2 of 2
03/23/2004 2:59PM EST
Franklin County Recorder

Jeffrey A. Miller, being first duly cautioned and sworn, deposes and says that he is employed by E.M.H.&T., Inc., 170 Mill Street, Gahanna, Ohio, as a Land Surveyor, that he is licensed to practice as such in the State of Ohio (Ohio Professional Surveyor registration number 7211), that E.M.H.&T., Inc. signed the subdivision plat entitled "New Albany Country Club Section 20 Part 1" and shown of record in Plat Book 103, Pages 84 and 85, Recorder's Office, Franklin County, Ohio, and that, as such surveyor, he has knowledge of the facts set forth herein, as contemplated by Section 5301.252 of the Ohio Revised Code.

Affiant further state as follows:

1. Said plat of "New Albany Country Club Section 20 Part 1" contains Lots numbered 1 to 35, both inclusive and areas designated as Reserve "A", Reserve "B" and Reserve "C".
2. Said plat of "New Albany Country Club Section 20 Part 1" shows Note "D" and Note "E" as,

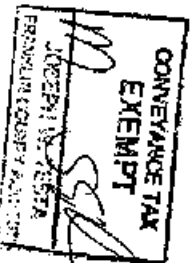
TRANSFERRED
NOT NECESSARY
MAR 23 2004
JOSEPH W. TESTA
AUDITOR
FRANKLIN COUNTY, OHIO

NOTE "D" - RESERVE "A": Reserve "A", as numbered and delineated hereon, shall be owned by the Village of New Albany, Ohio, and maintained by the New Albany Country Club Homeowners Association, Inc. Said association shall maintain said reserve areas for a period ending twenty (20) years after the date of recordation of this plat of New Albany Country Club Section 20 Part 1 in the plat records of the Franklin County, Ohio, Recorder, and shall, during said maintenance period, maintain said reserve areas at its cost and at its risk and shall hold the Village of New Albany, Ohio, harmless from actions resulting from said maintenance. Reserve "A" to be dedicated to the Village of New Albany, Ohio at the time of recordation.

NOTE "E" - RESERVE "B" AND RESERVE "C": Reserve "B" and Reserve "C" as designated and delineated hereon shall be owned and maintained by the New Albany Country Club Homeowners Association, Inc. The alleys constructed within said Reserve "B" and Reserve "C" will be private alleys which will be owned and maintained by said association. These alleys will not be dedicated to the Village of New Albany and the Village of New Albany will not be responsible for the maintenance of said alleys.

3. The correct language should be,

NOTE "D" - RESERVE "A": Reserve "A", as designated and delineated hereon, shall be owned by the Village of New Albany, Ohio, and maintained by the New Albany Communities Master Association, Inc. Said association shall maintain said reserve areas for a period ending twenty (20) years after the date of recordation of this plat of New Albany Country Club Section 20 Part 1 in the plat records of the Franklin County, Ohio, Recorder, and shall, during said maintenance period, maintain said Reserve "A" at its cost and at its risk and shall



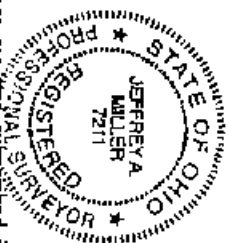
AFFIDAVIT ON FACTS RELATING TO TITLE
New Albany Country Club Section 20 Part 1

held the Village of New Albany, Ohio, harmless from actions resulting from said maintenance. Reserve "A" is to be dedicated to the Village of New Albany, Ohio, at the time of recordation.

NOTE "B" - RESERVE "B" AND RESERVE "C": Reserve "B" and Reserve "C" as designated and delineated hereon shall be owned and maintained by an association comprised of the owners of the fee simple titles to the lots in all of the parts of New Albany Country Club Section 20, which association will be a separate entity not included within the New Albany Country Club Homeowners Association, Inc. The alleys constructed within said Reserve "B" and Reserve "C" will be private alleys which will be owned and maintained by said New Albany Country Club Section 20 association. These alleys will not be dedicated to the Village of New Albany and the Village of New Albany will not be responsible for the maintenance of said alleys.

The Recorder of Franklin County, Ohio, is hereby requested and directed to cross index the instrument number of the within instrument of the aforesaid Plat Book 103, Pages 84 and 85.

Further affiant saith not.



Jeffrey A. Miller 3-17-04
Jeffrey A. Miller
Professional Surveyor Number 7211
E.M.H.&T, Inc.

Sworn to before me and subscribed in my presence by the above named Jeffrey A. Miller, Professional Surveyor of E.M.H.&T, Inc, this 22nd day of March, 2004.



James W. Powell
James W. Powell
Notary Public, State of Ohio
My Commission expires 1/24/05

This instrument
Prepared by the affiant

AMERTECH NON-EXCLUSIVE EASEMENT

FRANKLIN COUNTY RECORDS
INDEXED SERIALIZED
AUG 2 1997
PLUMB 9, METCALF
FRANKLIN COUNTY RECORDER, MDP/PC

Underlying No. 412109Z

Easement No. _____

For a valuable consideration of one dollar (\$1.00), receipt of which is hereby acknowledged, the undersigned (Grantor) hereby grants and conveys to Ohio Bell Telephone Company a.k.a. Ameritech Ohio, an Ohio Corporation, and its affiliates and licensees, successors and assigns (Collectively, "Grantees") an easement in, under, over, upon and across the Easement Area (described below), for the purposes of and in order to construct, reconstruct, modify, supplement, maintain, operate and/or remove facilities for the transmission of signals used in the provision of communication, video and/or information services and/or any other services or uses for which such facilities may be used, provided, however, all such facilities shall be completely enclosed in an equipment cabinet having a height of no greater than 51", a width of no greater than 58" and a depth of no greater than 17", which cabinet shall be placed upon the easement area such that the 58" dimension is parallel to the existing fence adjacent to such easement area, together with the right to have underground commercial electrical service extended across the Property (described below) and Easement Area to provide service to such facilities and the right of ingress and egress across the Property and the Easement Area for the purpose of access to and use of the easement granted herein.

The Property is legally described as: Situated in the Township of Plan, County of Franklin, State of Ohio, located in Section 3, Township 2, Range 16, United States Military Lands, containing 1.397 acres, more or less, conveyed to The New Albany Company Limited Partnership, a Delaware limited partnership, f.k.a. The New Albany Company, an Ohio general partnership by deed of record in Official Record 13015, Page 115, Recorder's Office, Franklin County, Ohio.

The Easement Area is legally described as: SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

The Grantor warrants and warrants to the Grantee that Grantor is the true and lawful owner of the Property and has full right and power to grant and convey the rights conveyed herein.

Grantee hereby agrees to restore all property and repair any fences or other improvements disturbed by its activities in use of the easement to the condition existing prior to the disturbance.

Grantee shall have the right to remove or trim such trees and brush in the Easement Area as is necessary to exercise the rights conveyed herein.

The Grantor shall not construct improvements in the Easement Area or change the finish grade of the Easement Area without the consent of the Grantee.

This Easement is binding upon and shall inure to the benefit of the heirs, successors, assigns, and licensees of the parties hereto.

GRANTOR:

THE NEW ALBANY COMPANY LIMITED
PARTNERSHIP

(Signature)

TRANSCFERRED
NOT NECESSARY

(Printed)

AUG 20 1997

JOSEPH W. TESTA
AUDITOR
FRANKLIN COUNTY, OHIO



WITNESSES:

Wayne A. Strickley
(Signature)
Georgene A. Feather
(Printed)

Ramela S. Morris
(Signature)
RAMELA S. MORRIS
(Printed)

STATE OF OHIO
COUNTY OF DEKALB

Personally appeared before me, a Notary Public, in and for said County and State, this 5th day of August, 1997, William W. Whitman III who acknowledged the execution of the above easement.

Wayne A. Strickley
Notary Public Signature

Georgene A. Feather
Notary Public Printed
Resident of Franklin County
My Commission expires 2-22-99



GEORGENE A. FEATHER
Notary Public, State of Ohio
My Commission Expires 2-22-99

Address of Grantee:
Ameritech Telephone Company
Right of Way Department
150 E. Gay Room 6C
Columbus, OH 43215

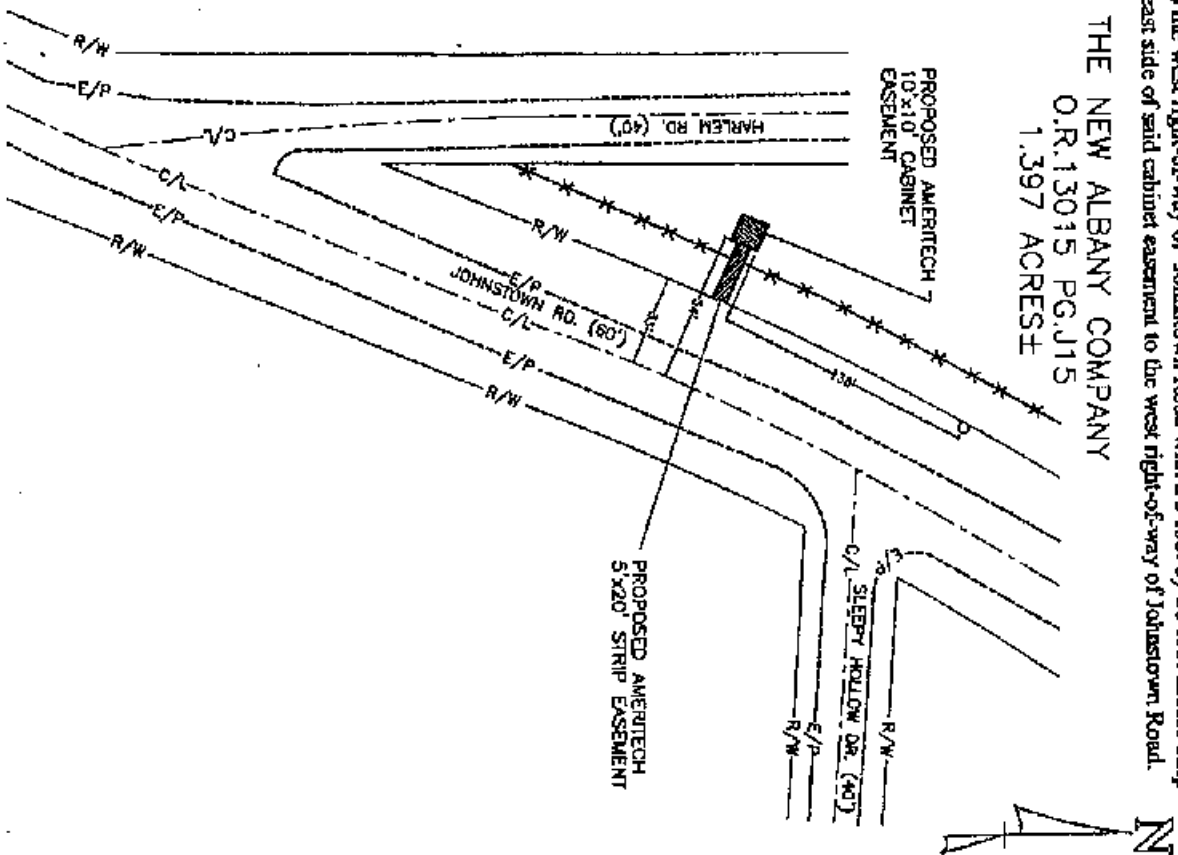
This document was drafted by the Ameritech Legal department, 30 S. Wacker Drive, Chicago, IL 60608
ADC Job Number 97-3089

THIS INSTRUMENT PREPARED BY
THE OHIO BELL TELEPHONE COMPANY
W.A.S.F. 08-08-97

"EXHIBIT A"

The easement herein described is situated in the Township of Plain, County of Franklin, State of Ohio, being the property of The New Albany Company, an Ohio general partnership, being a 10 foot by 10 foot cabinet easement located 20 feet from and parallel to the west right-of-way of Johnstown Road with a 5 foot by 20 foot access strip from the east side of said cabinet easement to the west right-of-way of Johnstown Road.

THE NEW ALBANY COMPANY
O.R.13015 PG.J15
1.397 ACRES±



AMERITECH 4121097
ADC 97-3089

16999C04

200508

DECLARATION

OF

COVENANTS AND RESTRICTIONS

FOR

THE NEW ALBANY COMMUNITY AUTHORITY

FRANKLIN COUNTY, OHIO

TRANS OHIO BOY

PARTNERSHIP
 FILING DATE 12-31-87
 RECORDED VOL. 10996 PAGE 109
 RECORDED
 FRANKLIN COUNTY, OHIO

TIME 3:11 P
 RECORDED FRANKLIN CO, OHIO

MAY 24 1991

JOSEPH W. TESTA, RECORDER

RECORDER'S FEE \$

98.00

CONVEYANCE TAX
 EXEMPT
 M
 PALMER C. MCNEAL
 FRANKLIN COUNTY AUDITOR

TRANSFERRED
 NOT NECESSARY
 MAY 24 1991
 PALMER C. MCNEAL
 AUDITOR
 FRANKLIN COUNTY, OHIO

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Section No.

TITLE 16999C06

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Section No.

TITLE

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16999C08

DECLARATION OF THE NEW ALBANY
COMMUNITY AUTHORITY COVENANTS AND RESTRICTIONS

THIS DECLARATION OF THE NEW ALBANY COMMUNITY AUTHORITY COVENANTS AND RESTRICTIONS IS MADE ON THIS 23RD DAY OF MAY, 1991, BY THE NEW ALBANY COMPANY, AN OHIO PARTNERSHIP (THE "PRIVATE DEVELOPER").

PRIVATE DEVELOPER IS THE OWNER OR IN CONTROL OF CERTAIN REAL ESTATE LOCATED IN FRANKLIN COUNTY, OHIO PARTICULARLY DESCRIBED IN EXHIBIT A ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE (THE "INITIAL PROPERTY") AND MAY FROM TIME TO TIME PURSUANT TO ARTICLE III HEREOF SUBJECT OTHER REAL ESTATE IN THE VICINITY OF THE INITIAL PROPERTY (THE "ADDITIONAL PROPERTY" AND, COLLECTIVELY WITH THE INITIAL PROPERTY, THE "PROPERTY") TO THIS DECLARATION. PRIVATE DEVELOPER MAKES THIS DECLARATION FOR THE PURPOSES HEREINAFTER SET FORTH (THE INITIAL PROPERTY BEING ALL OF THE PROPERTY UNTIL ANY SUCH OTHER REAL ESTATE IS SO ADDED).

PRIVATE DEVELOPER HEREBY DECLARES THAT THE PROPERTY SHALL BE IMPROVED, HELD, SOLD, CONVEYED, ENCUMBERED, LEASED, OCCUPIED OR OTHERWISE TRANSFERRED SUBJECT TO THE RESTRICTIONS WHICH SHALL CONSTITUTE COVENANTS RUNNING WITH THE PROPERTY AND SHALL BE BINDING UPON ALL PARTIES NOW OR HEREAFTER HAVING ANY RIGHT, TITLE OR INTEREST IN THE PROPERTY OR ANY PART THEREOF AND ALL SUCH PERSONS, INCLUDING THEIR RESPECTIVE HEIRS, PERSONAL AND LEGAL REPRESENTATIVES AND SUCCESSORS AND ASSIGNS, ACQUIRING ANY RIGHT, TITLE OR INTEREST THEREIN, AND AS A PART OF THE CONSIDERATION THEREFOR, AGREE THAT THEIR RIGHT, TITLE AND

16999C09

Interest in the property or any part therein shall be improved, held, sold, conveyed, encumbered, leased, occupied or otherwise transferred subject to the restrictions.

16999C10

ARTICLE I

PURPOSE AND INTENT

Private Developer intends that the Property shall become a New Community District which shall be formed in accordance with Chapter 349 and that Private Developer will initiate proceedings for the organization of a New Community Authority in accordance with Chapter 349. Private Developer desires the creation of the New Community District and the organization of the New Community Authority for the purpose of encouraging the orderly development of a well-planned, diversified and economically sound New Community of not less than 1,000 acres in northeast Franklin County, Ohio through the implementation of a New Community Development Program. Private Developer anticipates that the costs of carrying out the New Community Development Program, including debt service on New Community bonds, notes or loans authorized by the Community Authority under Chapter 349 of the Revised Code and any other cost incurred by the Community Authority in the exercise of its powers under Chapter 349, will be covered in whole or in part by the payment of the Community Development Charge by each Owner of a chargeable parcel.

In order to provide for the District, the implementation of the Community Authority's New Community Development Program, and the establishment and payment of the Community Development Charge, this Declaration is for the purpose of creating covenants running with the land pursuant to which all persons now or hereafter having any right, title or interest in the Property or any part thereof, including their respective heirs, personal and

16999C11

Legal representatives and their successors and assigns, shall acquire and hold such right, title or interest subject to the Restrictions, including, but not limited to, the obligation of an Owner of each Chargeable Parcel to pay the Community Development Charge applicable thereto. The Restrictions and this Declaration are imposed for the benefit of the New Community District and the Community Authority.

ARTICLE II
DEFINITIONS

In addition to the terms defined elsewhere in this Declaration, as used in this Declaration including the preambles, unless the context otherwise requires, the following words shall mean respectively:

2.01. Assessed valuation.

(a) "Assessed valuation" means, as to any Chargeable Parcel with respect to any year's budget for which the Community Development Charge is being collected, an amount equal to the assessed valuation thereof (including the buildings, structures and improvements thereon) listed on the tax duplicate of the Auditor of Franklin County, Ohio, for the preceding year and disregarding any reductions pursuant to any applicable law for the purpose of reducing real estate taxes for certain persons in the State of Ohio (including but not limited to reductions for persons 65 years of age or older pursuant to Section 2 of Article XII, Ohio Constitution, as the same may be amended from time to time) except the reductions described in Section 5.05. If by reason of any change of law, rate, or common level of assessment the assessed valuation for purposes of the tax duplicate is to be determined as an amount which is less than thirty-five percent of true value of the real property assessed, then upon determination by the Board "Assessed valuation" shall

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mean the assessed valuation shown on the duplicate adjusted to equal thirty-five percent of fair market value. If the assessed valuation listed on the tax duplicate of the Auditor of Franklin County, Ohio, for the preceding year does not reflect the completed value of a single family resident on a parcel and a building permit for a single family residence has been issued by an governmental authority for that parcel, then, solely at the Board's discretion, "Assessed Valuation" shall mean the cost of the single family residence stated on the building permit.

(b) If the Auditor of Franklin County, Ohio, and any other official authorized by Ohio law to assess real estate in Franklin County shall ever cease to assess real estate or if an assessed valuation has not yet been listed on the tax duplicate of the Auditor of Franklin County, Ohio, for the preceding year for a parcel, "Assessed Valuation" shall mean, as to any Chargeable Parcel for each year hereafter, the Assessed Valuation determined by the Board in its sole and absolute discretion by such criteria as the Board may establish from time to time subject to any applicable adjustments to be made under subsection (a) of this Section.

(c) If any Chargeable Parcel is not separately listed on the Auditor's tax duplicate with respect to any year, "Assessed Valuation" shall be determined by the Board equitably apportioning to such Chargeable

Parcel a portion of the Assessed Valuation of the Parcel or Parcels from which such Chargeable Parcel was subdivided or created.

2.02. Board. "Board" means the Board of Trustees of the Community Authority.

2.03. Chapter 349. "Chapter 349" means Chapter 349 of the Ohio Revised Code.

2.04. Chargeable Parcel. "Chargeable Parcel" means any Parcel of Chargeable Property, including all buildings, structures and improvements thereon.

2.05. Chargeable Property. "Chargeable Property" means the Property together with all buildings, structures and improvements thereon, with the exception of the following:

(a) all lands, buildings, structures and improvements of the United States of America, the State of Ohio, the Community Authority and all other political subdivisions or governmental instrumentalities of the State of Ohio; and

(b) all lands, buildings, structures and improvements exempt from real estate taxation under Ohio law provided that such exemption from the Community Development Charge has been determined by the Board to be consistent with the purposes and needs of the Community Authority and not inconsistent with any commitments made with respect to any obligations of the Community Authority.

2.06. Community Authority. "Community Authority" means The New Albany Community Authority, a body corporate and politic established or to be established for the District pursuant to Chapter 349.

2.07. Community Development Charge. "Community Development Charge" means the charge established in Articles IV and V, including all applicable penalties and interest pertaining to any unpaid amount.

2.08. Community Land Development. "Community Land Development" means the process of clearing and grading land, making, installing or constructing water distribution systems, sewers, sewage collection systems, steam, gas and electric lines, roads, including by-pass highways, streets, curbs, gutters, sidewalks, bikeways and other riding trails, common fencing and monuments, storm drainage facilities and other installations or work whether within or without the District, and the construction of Community Facilities and any facilities subject to agreements entered into by the Community Authority under Section 349.06(H) of the Revised Code, and the acquiring of real estate and interests in real estate for those purposes.

2.09. Declaration. "Declaration" means this Declaration of The New Albany Community Authority Covenants and Restrictions made May 23, 1991, as the same may from time to time be amended or supplemented in the manner prescribed in Articles III or IX.

2.10. Development Period. "Development Period" means the period commencing on the date on which this Declaration is Recorded and ending on the date all members of the Board are

scheduled to be elected citizen members pursuant to Section 349.04 of the Revised Code as it exists on the date hereof.

2.11. District. "District" or "New Community District" means The New Albany Community District created pursuant to Chapter 349.

2.12. Fiscal Meeting. "Fiscal Meeting" means the annual meeting of the Board described in Article VI.

2.13. Late Payment Rate. "Late Payment Rate" means the "federal short term rate" determined pursuant to Section 5703.47(A) of the Revised Code, rounded to the nearest whole number percent, plus three percent.

2.14. Owner. "Owner" means, with respect to any Parcel, the owner of record from time to time, whether one or more persons or entities, of an interest in: (i) fee simple; (ii) reversion; (iii) remainder; or (iv) leasehold estate of 75 years or more, but shall not include the Community Authority.

2.15. Parcel. "Parcel" means any part of the Property.

2.16. Place of Business. "Place of Business" means any location on the Property on or in which an Owner or Tenant (including any subsidiary or other entity controlled directly or indirectly by such Owner or Tenant) is conducting a professional, commercial or industrial activity or any other activity permitted by law and conducted for profit or by a nonprofit organization. A contractor who is an Owner or Tenant shall have a Place of Business at each of his construction or work sites on the Property. Each Landlord of any Parcel or any part thereof or interest therein, including each sublandlord and each assignee of

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such landlord or sublandlord, shall have a Place of Business at the parcel.

2.17. Place of Residence. "Place of Residence" means the place on the property in which a person's habitation is fixed, and to which, whenever he is absent, he has the intention of returning. A person shall not be considered to have lost his Place of Residence by leaving it temporarily with the intention of returning.

2.18. Private Developer. "Private Developer" means The New Albany Company, an Ohio partnership, and its successors in interest. A person or entity shall be deemed a successor in interest of the Private Developer only if specifically so designated in a duly recorded written instrument as a successor or assign of the Private Developer under this Declaration and/or under a supplemental Declaration and shall be deemed a successor in interest of the Private Developer only as to the particular rights or interests of the Private Developer under this Declaration or under such supplemental Declaration which are specifically designated in the recorded written instrument.

2.19. Recorded. "Recorded" means filed for record in the office of the Recorder of Franklin County, Ohio, or in such other office as may be provided by law for the recordation of instruments conveying lands in Franklin County, Ohio.

2.20. Resident. "Resident" means any person who has a Place of Residence or any person or entity who has a Place of Business, including a partnership or an S corporation as defined in Section 161 of the Internal Revenue Code of 1986, as amended.

2.21. Restrictions. "Restrictions" means all covenants, conditions, restrictions, charges, liens and other obligations provided for in this Declaration.

2.22. Secretary. "Secretary" means the person serving as the secretary of the board, or any other person designated by the Board in his place to receive service of process.

2.23. Tenant. "Tenant" means any person or entity occupying any parcel (including any part thereof and any structure or any part of any structure thereon) pursuant to a written or oral lease, rental or license agreement with the Owner or by permission of the Owner or by permission of or with any other person or entity claiming under the Owner, or under a tenancy at will or sufferance.

2.24. Terms Defined in Chapter 349. The terms "Community Facilities", "New Community", "New Community Authority", "New Community Development Program", and "New Community District" have the meanings given in section 349.01 of the Revised Code.

ARTICLE III
EXPANSION

Additional Property may from time to time be subjected to this Declaration and the Restrictions by the Private Developer recording a supplemental Declaration describing the Additional Property and subjecting it to the Restrictions and this Declaration. Such supplemental Declaration shall not require the consent of the Owners or compliance with the provisions of Article IX. Any such expansion shall be effective upon such supplemental Declaration being Recorded unless otherwise provided therein. Any expansion may be accomplished in stages by successive supplemental Declarations or in one supplemental Declaration.

ARTICLE IV

COVENANT FOR COMMUNITY DEVELOPMENT CHARGE

4.01. Community Development Charge Covenant. The Private Developer as the original Owner of each parcel hereby covenants, and each Owner of any Parcel, by acceptance of a deed or other Instrument or conveyance therefor, shall covenant and be deemed to covenant, to pay or secure the payment of the Community Development Charge applicable to the Owner's Chargeable Parcel to the Community Authority as provided in Articles IV and V. The Private Developer and each Owner agrees that every purchase agreement for a Parcel entered into after this Declaration is Recorded shall, in compliance with Section 349.07 of the Revised Code, specifically refer to the Community Development Charge and identify the volume and number of the deed records in which this Declaration is Recorded.

4.02. Purpose of Community Development Charge. The Community Development Charge is established for the benefit and use of the Community Authority to cover all or part of the cost of the acquisition, development, construction, operation and maintenance of Land, Community Land Development and Community Facilities, the debt service therefor and all other costs Incurred by the Community Authority in the exercise of its powers pursuant to Chapter 349 (Including without limitation the reimbursement of loans, advances or expenditures made to or by the Private Developer for such purposes), and shall not be used for any other purpose.

4.03. Creation of Lien and Personal Obligation of Community Development Charge. The Community Development Charge shall be a charge and lien on each Chargeable Parcel and shall also be the personal obligation of the Owner of each Chargeable Parcel, both to the extent and for the period provided in Article V.

4.04. Enforcement of Lien and Collection of Charge. Any lien established under this Declaration may be enforced by the Community Authority in the same manner and to the same extent (including appointment of a receiver, foreclosure sale and, where appropriate, deficiency judgment) and subject to the same procedures as in the case of foreclosure of a real property mortgage under the laws of Ohio. In any such enforcement proceeding, the amount that may be recovered by the Community Authority shall include all costs of such proceeding, including reasonable attorney's fees. In any such foreclosure sale, the Community Authority may become the purchaser.

The Community Authority may also cause the collection of any Community Development Charge by certifying that Community Development Charge to the Auditor of Franklin County, Ohio for collection on the tax duplicate.

No remedy conferred upon or reserved to the Community Authority by this Declaration is intended to be exclusive of any other remedy. Each remedy shall be cumulative and shall be in addition to every other remedy given hereunder or otherwise to the Community Authority or now or hereafter existing.

ARTICLE V

COMMUNITY DEVELOPMENT CHARGE5.01. Establishment of Community Development Charge:

Effective Date. There is hereby established for the benefit of the Community Authority, as a charge on each Chargeable Parcel, an annual Community Development Charge based upon the Assessed valuation of such Chargeable Parcel in the amount of the number of mills (one mill equals 1/10 of 1%) as determined in Section 5.02 multiplied by each dollar of the Assessed valuation thereof.

Such Community Development Charge shall be paid to the Community Authority by the Owner of each such Chargeable Parcel in the manner provided in this Article.

The Community Development Charge shall take effect on a date not earlier than September 1, 1991 which shall be set by the Community Authority at its first Fiscal Meeting.

5.02. Amount of Community Development Charge. Subject to waiver, reduction, increase or termination of the Community Development Charge as provided in Sections 6.03 and 6.04, the number of mills for each dollar of Assessed valuation for any year shall be nine and seventy-five one-hundredths (9.75) mills (ninety-seven and one-half cents (\$.975) for each one hundred dollars (\$100.00) of Assessed valuation).

5.03. Payment. One-half of the annual Community Development Charge for each Chargeable Parcel shall be due and payable semiannually on due dates determined by the Board; provided that if permitted by law the Board may provide for or require such payment to be made on a monthly, bimonthly or

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quarterly basis. Each installment shall be paid within the time prescribed by the Board. No Owner shall be required to prepay any installment to the Community Authority, but nothing herein shall preclude Owner from agreeing with the Community Authority to prepay all or any part of the semiannual installments on a monthly or other basis. If Chapter 349 shall hereafter be amended to allow the payment of the Community Development Charge at more frequent intervals, the Board shall have the power to increase the frequency of such installments accordingly.

Notwithstanding the foregoing, (a) the Community Authority may enter into an agreement with any mortgage lender for the escrowing of Community Development Charge installments with such lender with respect to any Chargeable Parcel and for the periodic payment of the escrowed installments to the Community Authority, and (b) so long as such agreement continues, the Owner of any Chargeable Parcel on which such lender holds a mortgage shall, if such Owner so consents, pay the Community Development Charge installments with respect thereto directly to the lender; provided, however, that the obligation to pay the Community Development Charge shall remain that of the Owner and is not satisfied until and unless full payment of the Community Development Charge is received by the Community Authority.

5.04. Penalty and Interest. For each Chargeable Parcel as to which any installment of the Community Development Charge is not paid within the period required, there shall be added to the installment (A) a penalty of ten percent thereof and (B) interest at the greater of (i) the Late Payment Rate or (ii) ten

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percent per year, on the sum of the amount of such installment plus the interest that has accrued thereon for more than six months plus the penalty until paid. Any payments of less than the full amount shall be credited first against the penalty and second against the interest accrued to the date of payment. The applicable penalties and interest are part of the Community Development Charge.

5.05. Refund and Reduced Assessed Valuation. If the official assessed valuation of any chargeable parcel (by which the assessed valuation thereof is determined pursuant to Section 2.01) is reduced for any year pursuant to Sections 5715.11 through 5715.16 of the Revised Code, upon application of the owner, the assessed valuation shall be reduced in the same amount and the Community Development Charge for such year shall be proportionately reduced. If any installment of such Community Development Charge has been paid before the date of such reduction, the sole procedure for refund is that the board shall credit the same against any other amounts due or to become due to the Community Authority with respect to the chargeable parcel.

5.06. Personal Obligation. Each owner shall be and remain personally obligated for the payment of the Community Development Charge with respect to his chargeable parcel, including any penalties and interest thereon, which is attributable to that owner's period of ownership.

5.07. Community Development Charge Lien. The Community Development Charge with respect to each chargeable parcel, including any penalty and interest thereon, shall constitute a

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continuing lien in favor of the Community Authority on such Chargeable Parcel. If an installment or any part of an installment of the Community Development Charge on any Parcel is not paid within the period provided in Section 5.03, the lien with respect to such delinquent installment or part thereof shall be enforceable in any manner provided in Section 4.04. Such lien shall be prior to all other liens and encumbrances thereon whatsoever, excepting real estate taxes and assessments and liens of the United States of America, the State of Ohio, and all other political subdivisions or governmental instrumentalities of the State of Ohio to the extent made superior by applicable laws enacted by the Ohio General Assembly.

5.08. Evidence of Payment. Upon the request of the Owner or any mortgagee or lessee of any Chargeable Parcel or any prospective purchaser, mortgagee or lessee thereof, the Board shall furnish written evidence of the amount of the Community Development Charge with respect thereto for the current year and the amount of any unpaid Community Development Charge including any penalty and interest for the current or any previous year. Such evidence may be conclusively relied upon by any such party and by anyone furnishing any title evidence or opinion with respect to such chargeable Parcel.

ARTICLE VI

PROCEDURE FOR WAIVER, REDUCTION, INCREASE OR
TERMINATION OF THE COMMUNITY DEVELOPMENT CHARGE

6.01. Fiscal Meeting. Annually, the Board shall hold a Fiscal Meeting to determine whether any of the Community Development Charge should be waived, reduced, increased (but only as hereafter provided) or terminated. Any Fiscal Meeting shall be held on such date as the Board shall determine. Each Fiscal Meeting shall be open to the public, and the Board shall take no action to waive, reduce, increase or terminate the Community Development Charge except at a Fiscal Meeting.

6.02. Notice of Fiscal Meeting. Notice of the Fiscal Meeting shall be given by the Board in compliance with Section 121.22 of the Revised Code. Such notice shall specify the place, date and hour of the Fiscal Meeting and state that it is the Fiscal Meeting required by this Article VI.

6.03. Waiver, Reduction, Increase or Termination. At any Fiscal Meeting the Board may waive, reduce or terminate all or a portion of the Community Development Charge for one or more years or to a stated date. The reduction or waiver of a portion of the Community Development Charge authorized by this Section 6.03 may include but is not limited to an additional reduction or waiver, separate and distinct from any other reduction or waiver, for the early payment of the Community Development Charge by an Owner. Notwithstanding any other provision of this Declaration, no waiver, reduction or termination of the Community Development Charge shall be effective if it is inconsistent with the express

obligations of the Community Authority under the terms of any outstanding Community Authority bonds, notes or loans authorized by the Community Authority under Chapter 349 of the Revised Code.

At any Fiscal Meeting held after all members of the Board are scheduled to be elected citizen members pursuant to Section 349.04 of the Revised Code as it exists on the date hereof, the Board may increase the Community Development Charge millage rate established under Section 5.02 by the affirmative vote of at least six of the seven Board members.

Except as otherwise provided in this Declaration: (a) every action taken by the Board pursuant to this Article shall be governed by, and taken with reference to, the fiscal requirements of the Community Authority for the year for which the Community Development Charge is to be collected as reflected in the budget for that year adopted by the Board, which budget may provide for reasonable reserves and the development of funds for future uses and contingencies; and (b) any action by the Board relating to the waiver, reduction or termination of any of the Community Development Charge shall be taken only after the Board has determined that the Community Development Charge to be waived, reduced or terminated is not needed for any of the purposes for which the Community Development Charge has been established as set forth in Section 4.02.

6.04. Discretion of the Board. Subject to the provisions of this Declaration and all applicable provisions of valid agreements of the Community Authority, the decision to

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walve, reduce, increase or terminate the Community Development Charge as provided herein shall be solely within the discretion of the Board.

ARTICLE VII

COMMUNITY FACILITIES

7.01. Rights of Enjoyment in Community Facilities and Public Land Development. Each Owner shall have a right of use and enjoyment of the Community Facilities and Community Land Development within the District that are of the type available for direct use by Owners, and such right shall be appurtenant to, and shall pass with the title, of the Owner's Parcel. Each Resident shall have a nontransferable privilege to use and enjoy the Community Facilities. Such rights and privileges, and any other use thereof, shall be subject, however, to the following:

(a) The right of the Board to issue Community Authority bonds or notes under Section 349.08 of the Revised Code, to take out loans under Section 349.06(J) of the Revised Code or to otherwise borrow for the purposes permitted under Chapter 349 and in aid thereof to mortgage or to otherwise encumber, and prescribe changes, conditions and requirements with respect to, the Community Facilities and Community Land Development.

(b) The right of the Board to adopt, modify and enforce, and from time to time amend, reasonable rules and regulations pertaining to the use of the Community Facilities and Community Land Development, including but not limited to regulations regarding use and regarding the mode of use, and limiting the number of guests of Owners and Residents who may use the Community Facilities and Community Land Development.

(c) The right of the Board to establish and charge reasonable admission, use and other fees for the use or availability of any of the Community Facilities and Community Land Development, including the right of the Board to fix, alter, impose, collect and receive reasonable service and user fees, rentals and other charges (including deposits, penalties and interest). In establishing any such fee, the Board may establish reasonable classifications. Each fee must be uniform within each class but need not be uniform between classes.

(d) The right of the Board to suspend (1) for a reasonable period of time, the right of any Owner or the privilege of any Resident to use the Community Facilities or Community Land Development for any infraction of the rules and regulations relating to the Community Facilities or Community Land Development, and (11) the right of any Owner and the privilege of each Resident claiming through such Owner to use the Community Facilities or Community Land Development for any period during which the Community Development Charge against such Owner's Parcel or other user fees, rentals or other charges payable by such Owner or by the Resident remains unpaid and delinquent; provided that each such right of suspension shall not, in itself, prevent ingress to or egress from such Owner's or Resident's Place of Residence or Place of Business or threaten the life, safety or health of a Resident.

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(e) Such rights as the Board may have to grant easements in or rights of way over Community Land Development or Community Facilities to any public utility corporation or public agency.

(f) Such rights as the Board may have to convey or lease all or any part of the Community Land Development or Community Facilities.

(g) All applicable provisions of valid agreements of the Community Authority relating to the Community Land Development or Community Facilities.

The foregoing rights of the Board stated in clauses (a) through (d) are hereby established as part of the authority of the Board and, through it, of the Community Authority and are in addition to any other authority they may exercise.

7.02. Subordination to Mortgage or Other Lien. The rights and privileges provided in this Article shall be subordinate to any mortgage or other lien given by the Community Authority for the purposes of acquiring, improving or maintaining the Community Facilities or Community Land Development.

ARTICLE VIII

DURATION, AMENDMENT AND TERMINATION

8.01. Effective Date. The Restrictions shall be effective and shall be and be deemed covenants running with the land when this Declaration is recorded; provided, however, that no Community Development Charge shall be collected and the Community Authority shall have no rights or obligations hereunder until the Community Authority executes and there is recorded an instrument by which the Community Authority joins in this Declaration for the purposes of accepting the duties, responsibilities and benefits imposed and conferred on it by the Restrictions.

8.02. Duration and Effect. The Restrictions (a) shall be, and shall be construed as, covenants running with the land; (b) shall be binding upon the Private Developer, the Community Authority and each Owner and Residents; and (c) shall inure to the benefit of and be enforceable by (1) the Private Developer or the Community Authority (regardless of whether or not any such beneficiary owns an interest in any parcel), (11) each Owner and (111) all Residents. Unless amended or terminated as provided in this Article, the Restrictions shall continue in full force and effect until December 31, 2041, and thereafter the Restrictions shall be automatically renewed for successive ten year periods unless terminated pursuant to Section 8.03.

8.03. Termination of Restrictions. The Restrictions shall terminate and shall be null and void: (a) automatically if the Community Authority is not declared on or before January 1,

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1993 by the Board of County Commissioners of Franklin County to be organized and a body politic and corporate and the boundaries of the District defined pursuant to Section 349.03 of the Revised Code; (b) on the date designated in a written declaration of termination made by the Private Developer at any time before the date the Community Authority is declared to be organized as a body corporate and politic and the boundaries of the District defined by the Board of County Commissioners of Franklin County pursuant to Chapter 349; or (c) automatically if and on the date when there occurs a dissolution of the Community Authority pursuant to Chapter 349. Notwithstanding any other provision of this Declaration, no termination of the Restrictions shall be effective to the extent it is inconsistent with the express obligations of the Community Authority under the terms of any outstanding Community Authority bonds, notes or loans authorized by the Community Authority under Chapter 349 of the Revised Code.

If a final judicial adjudication is rendered or lawful executive or legislative action is taken by the government of the State of Ohio which effectively enjoins or prevents the Community Authority from (1) implementing or collecting the Community Development Charge or (11) carrying out any other substantial or important duty or responsibility imposed on it under this Declaration or receiving or accepting any other substantial or important benefit granted to it by this Declaration, the Community Authority and the Private Developer shall, within thirty days after the rendition of such adjudication or the taking of such action (or such longer period that they may agree

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upon) attempt to agree upon a course of action that will remedy any defect identified in such adjudication or created by such action, and if within such thirty-day (or extended) period no course of action is agreed upon by the Community Authority and the Private Developer, subject to any applicable restrictions pertaining to outstanding bonds, notes or loans authorized by the Community Authority under Chapter 349 of the Revised Code, the Restrictions may be terminated on such date as shall be designated in a written declaration of termination by the Private Developer If within the Development Period or by the Community Authority If after the Development Period.

If the Restrictions are required or permitted to be terminated pursuant to this Section, such termination shall become effective when a certificate or other document stating the authority for such termination and signed by the person or entity or entities empowered to effect such termination is Recorded. If the Restrictions terminate automatically, the Private Developer shall promptly cause a certificate or other document to be Recorded which shall state the authority for such termination and the effective date thereof.

All rights and obligations which had accrued under the Restrictions prior to the date of termination shall survive such termination, including without limitation, all personal obligations and liens under the Declaration.

ARTICLE IX

AMENDMENTS AND SUPPLEMENTS

9.01. Amendments or Supplements Not Requiring Consent of Owners. Without the consent of or notice to any of the Owners, the Private Developer until the Community Authority is formed and, thereafter, the Community Authority, may amend or supplement this Declaration (i) to cure any ambiguity, inconsistency or formal defect or omission or eliminate any typographical or other inadvertent error; (ii) to make or accommodate adjustments in the manner or method for billing and collecting the Community Development Charges; (iii) as provided in Article III; (iv) to conform this Declaration to any amendment permitted by Section 349.13 of the Revised Code to the petition filed by the Private Developer with the Board of County Commissioners of Franklin County, Ohio pursuant to that Section to organize the Community Authority; or (v) to make any other amendment which, in the judgment of the Private Developer until the Community Authority is formed and, thereafter, the Community Authority, is not to the prejudice of the Owners.

9.02. Amendments or Supplements Requiring Consent of Owners. Except as provided in Sections 6.03, 8.03 or 9.01, no provision of this Declaration may be amended or supplemented in whole or in part or terminated without the written consent of not less than 66% of the number of Owners of all Parcels.

For the purposes of this Section, "Parcel" shall mean such Chargeable Parcel which has a separate listing on the tax duplicate of the Auditor of Franklin County, Ohio, or on the

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records of any other official authorized by Ohio law to assess real estate in Franklin County, and all Owners of a Parcel shall be deemed to constitute one Owner and together shall only have one consent for the Parcel.

In connection with any bonds, notes or loans authorized by the Community Authority under Chapter 349 of the Revised Code, the Community Authority may agree that no amendment may be made to this Declaration and no waiver, reduction or termination of the Community Development Charge may be made without the consent of or on behalf of the holders of such securities or without the consent of any provider of a "Credit facility" as defined in Section 9.98(G) of the Revised Code.

The Secretary shall determine (a) whether the Owners have consented to any amendment or supplement of this Declaration, and (b) whether, if their consent is necessary, the Private Developer or the holders of any outstanding Community Authority bonds, notes or loans issued under Chapter 349 of the Revised Code or provider of a "Credit facility" as defined in Section 9.98(G) of the Revised Code have consented to any such amendment or supplement of this Declaration. Such determinations of the Secretary shall be conclusive against all Owners.

9.03. Consent of Private Developer Required During Development Period. Notwithstanding any other provision of this Declaration, no amendments or supplements to this Declaration made during the Development Period shall be permitted without the written consent of the Private Developer.

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9.04. Recording of Amendments. Promptly after any amendment or supplement of this Declaration, the Secretary shall cause to be Recorded a written instrument certified by the Secretary setting forth such amendment or supplement and stating that any required written consents were obtained.

ARTICLE X

MISCELLANEOUS

10.01. Priority. The restrictions contained in this Declaration shall take priority over all other covenants, conditions, restrictions or easements applicable to any parcel whatsoever, to the extent permitted by law and except as otherwise provided herein.

10.02. Reservation. Subject to the Declaration being recorded but prior to the District being created pursuant to Chapter 349, Private Developer may sell to purchasers (the "Purchasers") lots which may comprise a part of the Property and be included as part of the District (the "Lots"). Purchaser, and Purchaser's successors and assigns, shall be deemed an Owner and shall take title to the Lots subject to the Declaration. In order to more fully provide for the inclusion of the Lots as part of the District, Private Developer hereby reserves to itself and its successors and assigns a reservation in the Lots and a beneficial interest and control therein solely for the purpose of including the Lots as part of the District. In consideration of the transfer of a Lot to a Purchaser, a Purchaser shall take title to a Lot subject to such reservation and, in recognition of such reservation and in order to more fully evidence Private Developer's reservation, Purchaser irrevocably constitutes and appoints Private Developer as such Purchaser's true and lawful attorney-in-fact, coupled with an interest, in such Purchaser's name, place and stead for the limited purpose of taking, and delegates to the Private Developer the authority to take, all such action that is necessary and appropriate, in accordance with

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Chapter 349, to include a Purchaser's Lot within the District. Acceptance by a Purchaser of a deed or other instrument of conveyance from Private Developer or from any other Owner shall constitute appointment of the attorney-in-fact as provided herein. The reservation and appointment reserved and granted hereby shall automatically terminate at the earlier of January 1, 1993 or the date on which a Purchaser's Lot, in accordance with Chapter 349, is accepted and established as part of the District. The durable power of attorney is coupled with an interest and shall not be affected by the death or disability of the Purchaser.

10.03. No Reverter. No covenant, condition, restriction or reservation contained in this Declaration is intended to create, or shall be construed as creating a possibility of reverter or, except as provided in Sections 5.01 and 8.01, a condition subsequent.

10.04. Severability. In case any section or provision of this Declaration, or any Restriction, agreement, obligation, act or action, or part thereof, made, assumed, entered into, done or taken under this Declaration or a Restriction, or any application thereof, is held to be illegal or invalid for any reason, or is inoperable at any time, that illegality, invalidity or inoperability shall not affect the remainder of this Declaration or any other section or provision of this Declaration or any other Restriction, agreement, obligation, act or action, or part thereof, made, assumed, entered into, done or taken under this Declaration, all of which shall be construed and enforced at the time as if the illegal, invalid or inoperable portion were

not contained therein. Any illegality, invalidity or inoperability shall not affect any legal, valid and operable section, provision, Restriction, agreement, obligation, act, action, part, or application, all of which shall be deemed to be effective, operative, made, assumed, entered into, done or taken in the manner and to the full extent permitted by law from time to time.

10.05. Construction. The Board, where specifically authorized herein to act, shall have the right to construe the provisions of this Declaration, and, in the absence of an adjudication by a court of competent jurisdiction to the contrary, such construction shall be final and binding as to all persons and entities benefited or bound by the provisions of this Declaration.

10.06. Headings. The headings of the Articles and Sections are for convenience only and shall not affect the meaning or construction of the contents of this Declaration.

10.07. Interpretation and References. Any reference in this Declaration to a section or provision of the Revised Code or to the laws of Ohio shall include that section or provision and those laws as from time to time amended, modified, revised, supplemented or superseded. However, no such amendment, modification, revision, supplementation or supersession, or further action by the General Assembly, shall alter the obligation to pay the Community Development Charge in the amount and manner, and at the times provided in this Declaration, or otherwise impair the application of the Restrictions, except to the extent that the Restrictions cannot be sustained by reason of

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such amendment, modification, revision, supplementation or supersession.

Unless the context otherwise indicates, the masculine gender shall be deemed to include the feminine and neuter, and the singular shall be deemed to include the plural, and vice versa.

References in this Declaration to sections and articles, unless otherwise stated, are to sections and articles of this Declaration. The terms "hereof", "herein", "hereby", "hereto", and "hereunder", and similar terms, mean and refer to this Declaration.

IN WITNESS WHEREOF, the Private Developer has caused this Declaration to be executed by its duly authorized partner as of the day and year first above written.

Signed and acknowledged
in the presence of:

THE NEW ALBANY COMPANY, an Ohio
partnership

By: BLACKLICK INVESTMENTS,
INC., Partner



By: 
John W. Kessler
President

R. G. Blackshaw

STATE OF OHIO

COUNTY OF FRANKLIN

))

SS:

16999E02

Before me, a Notary Public in and for said County personally came John W. Kessler, President of Blacklick Investments, Inc., a partner of THE NEW ALBANY COMPANY, who executed the foregoing Declaration and acknowledged that he signed such Declaration as such President of Blacklick Investments, Inc. on behalf of THE NEW ALBANY COMPANY, and that such Declaration is his free act and deed as such officer and the free act deed of Blacklick Investments, Inc. and THE NEW ALBANY COMPANY.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal at Columbus, Ohio this 23rd day of MAY, 1991.

Carol A. Robery

Notary Public

CAROL A. ROBERY
NOTARY PUBLIC-STATE OF OHIO
MY COMMISSION EXPIRES JUNE 21, 1992

This document prepared by: Squires, Sanders & Dempsey
41 South High Street
Columbus, Ohio 43215

EXHIBIT A

Description of Initial Property

Situated in the State of Ohio, County of Franklin, Village of New Albany:

Area 1 - Area within The New Albany Country Club Section 1:
Being Lots 1 through 16, both inclusive, Lots 19 through 33, both inclusive, Lot 49, and the area designated as Reserve A of "The New Albany Country Club Section 1" as the same are numbered and delineated on the recorded plat thereof, of Record in Plat Book 73, pages 65 and 66, Recorder's Office, Franklin County, Ohio.

Area 2 - Area within the proposed New Albany Farms Section 1:
Being located in Lots 33, 34 and 35, Quarter Township 4, Township 2, Range 16, United States Military Lands, being all of those tracts of land as conveyed to The New Albany Company by deeds of record in Official Records 16080A01, (5.993 acre tract) 14926E14, 13921I06, 13841D09, 14149J18, 14586E16, 14048J03, 16801A01, (1.091 acre tract) 14546H20, 16158E16, 14999J10, 15000A03, 15000A06, 14064D19, 16158E14, 14458C02, 15985A01, 15296D09, 14554B14, Parcel 13 and 15341E04, all references being to records of the Recorder's Office, Franklin County, Ohio and being more particularly bounded and described:

Beginning at a county right-of-way monument in the easterly right-of-way line of Reynoldsburg-New Albany Road, being located South 86° 16' 24" East, 48.43 feet from Franklin County Monument Box 9912A, said right-of-way monument also being in the northerly line of that 6.490 acre tract as conveyed to The New Albany Company by deed of record in Official Record 16080A01;

thence along the easterly right-of-way line of said Reynoldsburg-New Albany Road, the following courses and distances:

Northwesterly along the arc of a curve to the left (Delta = 1° 56' 11", Radius = 4633.66'), a chord bearing and distance of North 7° 22' 10" West, 156.59 feet to a county right-of-way monument at a point of tangency;

North 8° 20' 15" West, 560.60 feet to a county right-of-way monument;

North 17° 58' 58" West, 431.85 feet to a county right-of-way monument;

North 11° 49' 53" West, 105.23 feet to a county right-of-way monument at a point of curvature of a curve to the right;

Northwesterly along the arc of said curve (Delta = 15° 51' 00", Radius = 1702.95 feet), a chord bearing and distance of North 9° 21' 37" West, 469.56 feet to a county right-of-way monument;

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North 86° 44' 05" West, 15.09 feet to a county right-of-way monument;

North 2° 33' 57" West, 108.51 feet to a county right-of-way monument;

North 3° 49' 02" East, 363.06 feet to a county right-of-way monument at a point of curvature of a curve to the right;

Northwesterly along the arc of said curve (Delta = 12° 54' 15", Radius = 1392.39 feet), a chord bearing and distance of North 10° 16' 09" East, 312.93 feet to a county right-of-way monument at a point of tangency; and,

North 16° 43' 17" East, 235.57 feet to a county right-of-way monument in the southerly line of that 0.576 acre tract as conveyed to Sham Investment by deed of record in Official Record 106604A20;

thence South 86° 41' 25" East, along the southerly line of said 0.576 acre tract, a distance of 240.39 feet to a found iron pin at the southeasterly corner of said 0.576 acre tract;

thence North 17° 00' 08" East, along the easterly line of said 0.576 acre tract, also along the easterly line of that 0.576 acre tract as conveyed to B.T. and R.K. Duchesne by deed of record in Deed Book 3509, Page 954, a distance of 216.04 feet to an iron pin found at the northwesterly corner of said Duchesne 0.576 acre tract, also being in the southerly line of that 40.518 acre tract as conveyed to Leslie H. Werner by deed of record in Official Record 14559H11;

thence South 86° 35' 30" East, along the southerly line of said 40.518 acre tract, a distance of 1610.46 feet to an iron pin found at the southeasterly corner of said 40.518 acre tract, said iron pin also being in the westerly line of that 77.467 acre tract as conveyed to said Leslie H. Werner by deed of record in Official Record 14559H11;

thence South 3° 10' 32" West, along the westerly line of said 77.467 acre tract, also along the westerly line of that 97.697 acre tract as conveyed to said Leslie H. Werner by deed of record in Official Record 14559H11, a distance of 3027.88 feet to an iron pin found at the southwesterly corner of said 97.697 acre tract, also being the northwesterly corner of that 3.338 acre tract as conveyed to The New Albany Company by deed of record in Official Record 13912112;

thence South 3° 14' 03" West, along the westerly line of said 3.338 acre tract, also along the westerly line of those tracts of land as conveyed to The New Albany Company by deeds of record in Official Records 12678J15 and 15740F07, a distance of 473.14 feet to an iron pin found at the northwesterly corner of said 6.490 acre tract;

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thence North 86° 15' 25" West, along the northerly line of said 6.490 acre tract, a distance of 1314.41 feet to the place of beginning, containing 139.113 acres of land, excepting, however, that 8.589 acres and 1.970 acres tract as conveyed to Paul F. Walsh and Janis S. Walsh by deed of record in Official Record 15360E04 and that 3.002 acres and 2.000 acres tract as conveyed to William K. Gerber and Pamela L. Gerber by deed of record in Official Record 16110H11, leaving a net acreage of 123.552 acres of land, more or less.

Area 3 - Area comprising Kessler estate: Being part of Lots 27 and 28 in Quarter Township 4, Township 2, Range 16, United States Military Lands, and being all of the land conveyed to Robert V. Underwood of record in Deed Book 3631, page 72, Recorder's Office, Franklin County, Ohio, and being more particularly described as follows:

Beginning at a railroad spike found at the northwest corner of said lot 27 and in the centerline of State Route #161 (Dublin-Granville Road) at its intersection with the easterly New Albany Corporation line, said spike also being the northeast corner of the 73.743 Acre tract conveyed to New Albany 74, Ltd. (Deed Book 3013, page 162), and being the northwest corner of the tract herein described;

Thence, along said centerline of State Route #161, South 89 degrees 45 minutes East, 1,313.80 feet to a railroad spike set at the northwest corner of the 7.903 acre tract conveyed to the State of Ohio, Department of Highway Safety (Deed Book 1951, page 40), (said spike being 2,600.00 feet westerly from a spike found at the centerline intersection of said State Route #161 and Kitzmiller Road, (County Road #110);

Thence, along the west line of said 7.903 Acre tract, the west line of the 62.288 Acre tract conveyed to New Albany 42, Inc. (Official Record 9529E15, said Recorder's Office), and along the west line of the 40.164 Acre tract conveyed to New Albany 42, Inc. (Official Record 9463G09, said Recorder's Office), South 0 degrees 15 minutes 29 seconds West, 3,439.75 feet to an axle found at the southwest corner of said 40.164 Acre tract, and in the north line of the 96.836 Acre tract conveyed to New Albany 100, Inc. (Official Record 9463G05, said Recorder's Office), (passing an iron pipe found at 29.58 feet, and an iron pipe set at 30.0 feet), said axle also being South 89 degrees 56 minutes 19 seconds West, 1,366.76 feet from an iron pipe found at the southeast corner of said Farm Lot 28;

Thence, along the south line of said Farm Lot 28, (part of the north line of said 96.836 Acre tract), North 89 degrees 29 minutes 21 seconds West, 1,338.53 feet to an iron pipe found at the northwest corner of said 96.836 Acre tract, said pipe also being the northeast corner of the 33.6383 Acre tract conveyed to New Albany 74, Inc. (Official Record 9799E09), southeast corner of the 73.743 Acre tract conveyed to New Albany 74 Ltd. (Deed Book 3013, page 162, said Recorder's Office), and being North 89 degrees 51 minutes 47 seconds East, 1,804.41 feet from a Franklin County Monument Box

found in the centerline of Reynoldsburg-New Albany Road, (County Road #6);

Thence, along the east line of said 73.743 Acre tract, and along part of the line common to Plain Township and New Albany Corporation, North 0 degrees 20 minutes 12 seconds East, 3,433.27 feet to the point of beginning, (passing a set iron pipe at 3,403.27), containing 105.411 acres, more or less.

Basis of bearings is the centerline of State Route #161 as referenced in said State of Ohio 7.093 Acre tract (Deed Book 1951, page 40). Iron pipes set are 30" x 1" O.D. with orange plastic caps inscribed "P.S. #6579".

Area 4 - Alex comprising Werner estate: Being located in Lots 20, 29, 30, 31, 33, 34, 35 and 36, Quarter Township 4, Township 2, Range 16, United States Military Lands and being all of that 3.875 acres, 101.238 acres, 40.518 acres, 77.467 acres, 11.343 acres, 5.009 acres, 1.123 acres, 29.430 acres, 1.026 acres and 1.771 acres as conveyed to Leslie H. Werner by deeds of Record in Official Records 14559H11, 14559I14, 16087H11 and 14357C10 and being part of that 97.697 acres tract as conveyed to said Leslie H. Werner by deed of record in Official Record 14559H11, all references being to records of the Recorder's Office, Franklin County, Ohio and being more particularly bounded and described as follows:

Beginning at a railroad spike found in the centerline of Kitzmiller Road on the southerly line of said Lot 31, also being the northeasterly corner of that 3.338 acre tract as conveyed to The New Albany Company by deed of record in Official Record 13912H12;

thence North 86° 21' 54" West, along the northerly line of said 3.338 acre tract, also being the southerly line of said Lot 31, a distance of 1476.62 feet to an iron pin at the northwesterly corner of said 3.338 acre tract, also being the southwesterly corner of Lot 31 and being in the easterly line of that 121.347 acre tract as conveyed to The New Albany Company by deed of record in Official Record 15341E04;

thence North 3° 19' 32" East, along the easterly line of said 121.347 acre tract, also being the easterly line of Lots No. 33, 34 and 35, a distance of 3027.88 feet to an iron pin found at the northeasterly corner of said 121.347 acre tract;

thence North 86° 35' 30" West, along the northerly line of said 121.347 acres tract, also the northerly line of that 0.576 acre tract as conveyed to B.T. and R.K. Duchesne by deed of record in Deed Book 3509, Page 954, a distance of 1841.59 feet to a Franklin County right-of-way monument found in the easterly right-of-way line of Reynoldsburg-New Albany Road;

thence northeasterly along the arc of a curve to the right (Delta = 9° 21' 18", Radius = 2602.32), a chord bearing and distance of North 11° 43' 48" East, 425.17 feet to a Franklin County right-of-way monument;

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thence South 86° 25' 42" East, along the southerly line of that 1.090 acres tract as conveyed to The New Albany Company by deed of record in Official Record 14808C20, a distance of 258.51 feet to an iron pin found at the southeasterly corner of said 1.090 acre tract;

thence North 4° 32' 37" East, along the easterly line of said 1.090 acres tract, also along the easterly line of that 1.090 acre tract as conveyed to The New Albany Company by deed of record in Official Record 13738K06 and that 0.918 acre tract as conveyed to K.L. and B.M. Hixson by deed of record in Deed Book 3614, page 14, a distance of 450.32 feet to an iron pin at the northeasterly corner of said 0.918 acre tract;

thence North 86° 25' 42" West, along the northerly line of said 0.918 acre tract, a distance of 265.65 feet to an iron pin set in the easterly right-of-way line of said Reynoldsburg-New Albany Road;

thence North 4° 36' 23" East, along the easterly right-of-way line of said Reynoldsburg-New Albany Road, a distance of 60.00 feet to an iron pin found at the southwesterly corner of that 1.090 acre tract as conveyed to B.S. and P.M. McAllister by deed of record in Official Record 766H16;

thence along the southerly, easterly and northerly lines of said McAllister 1.090 acres tract, the following courses and distances:

South 86° 25' 42" East, 265.59 feet to an iron pin found;

North 4° 32' 37" East, 150.00 feet to an iron pin found; and,

North 86° 22' 26" West, 265.42 feet to a Franklin County right-of-way monument in the easterly right-of-way line of said Reynoldsburg-New Albany Road;

thence along the easterly right-of-way line of said Reynoldsburg-New Albany Road, the following courses and distances:

North 6° 52' 07" East, 126.67 feet to a Franklin County right-of-way monument;

North 2° 41' 50" East, 150.07 feet to a Franklin County right-of-way monument; and,

North 4° 36' 23" East, 342.41 feet to a Franklin County right-of-way monument at the southwesterly corner of that 5.000 acre tract as conveyed to Christian Voice of Central Ohio by deed of record in Official Record 35271I10;

thence South 86° 26' 24" East, along the southerly line of said 5.000 acre tract, a distance of 619.99 feet to an iron pin found at the southeasterly corner of said 5.000 acre tract;

thence North 4° 36' 23" East, along the easterly line of said 5.000 acre tract, a distance of 325.00 feet to an iron pin set at the northeasterly corner of said 5.000 acre tract, also being in the

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southerly line of that 26.445 acre tract as conveyed to Christian
Voice of Central Ohio by deed of record in Official Record 9503B13;

thence South 86° 26' 24" East, along the southerly line of said
26.445 acre tract, also along the southerly line of that 73.793
acres tract as conveyed to The New Albany Company by deed of record
in Official Record 16314A12, and being the northerly line of Lot 36,
a distance of 1134.29 feet to an iron pin found at the southeasterly
corner of said 73.793 acres tract, also being the southwesterly
corner of that 105.411 acre tract as conveyed to John W. and
Charlotte P. Kessler by deed of record in Official Record 14559116,
said iron pin also being the common corner of Lots 36, 37, 28 and 29;

thence South 86° 03' 59" East, along the southerly line of said
105.411 acre tract, also being the northerly line of said Lot 29, a
distance of 1338.44 feet to an axle found at the southeasterly
corner of said 105.411 acres tract, also being the southwesterly
corner of that 40.178 acre tract as conveyed to The New Albany
Company by deed of record in Official Record 14554B14;

thence South 86° 38' 15" East, along the southerly line of said
40.178 acres tract, also being the northerly line of said Lot 29, a
distance of 1365.66 feet to an iron pin found at the common corner
of Lots 28, 29, 21 and 20;

thence South 86° 14' 13" East, continuing along the southerly
line of said 40.178 acre tract, also along the southerly line of
that 1.002 acres tract as conveyed to The New Albany Company by deed
record in Official Records 13264C03 and 13263J18, said line also
being the northerly line of Lot 20, a distance of 713.20 feet to a
railroad spike in the centerline of Kitzmiller Road at the
southeasterly corner of said 1.002 acres tract;

thence South 29° 24' 29" West, along the centerline of said
Kitzmiller Road, a distance of 1278.38 feet to a railroad spike at
the northeasterly corner of that 0.957 acre tract as conveyed to
D.E. and E.M. Kaercher by deed of record in Deed Book 3681, Page 601;

thence along the northerly, westerly and southerly lines of said
0.957 acre tract, the following courses and distances:

North 82° 22' 29" West, 145.27 feet to an iron pin found;

North 3° 00' 43" East, 124.97 feet to an iron pin found;

North 84° 01' 21" West, 220.00 feet to an iron pin found;

South 13° 04' 26" West, 130.00 feet to an iron pin found;

South 76° 38' 02" East, 186.34 feet to an iron pin found;

South 50° 02' 01" East, 56.29 feet to an iron pin found; and,

South 82° 21' 04" East, 130.64 feet to a railroad spike in the
centerline of said Kitzmiller Road at the southeasterly corner of
said 0.957 acre tract;

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thence South 29° 24' 29" West, along the centerline of said Kitzmiller Road, a distance of 109.99 feet to a railroad spike at a point of curvature of a curve to the left;

thence southwesterly along the arc of said curve (Delta = 12° 42' 06", Radius = 1142.74 feet), a chord bearing and distance of South 23° 03' 26" West, 252.81 feet to a railroad spike at the northeasterly corner of that 1.024 acre tract as conveyed to P.W. and S.S. Minnaugh by deed of record in Deed Book 3647, page 478;

thence along the northerly, westerly and southerly lines of said 1.024 acre tract, the following courses and distances:

North 73° 20' 50" West, 259.97 feet to an iron pin found;

South 13° 00' 13" West, 202.12 feet to an iron pin found; and,

South 86° 16' 57" East, a distance of 262.61 feet to a railroad spike found in the centerline of Kitzmiller Road at the southeasterly corner of said 1.024 acres tract;

thence along the centerline of said Kitzmiller Road, the following courses and distances:

Southwesterly along the arc of a curve to the left (Delta = 0° 09' 07", Radius = 1142.74 feet), a chord bearing and distance of South 9° 26' 44" West, 3.03 feet to a point of tangency;

South 9° 22' 11" West, 283.72 feet to a railroad spike at a point of curvature of a curve to the right;

Southwesterly along the arc of said curve (Delta = 10° 43' 39", Radius = 1908.62 feet), a chord bearing and distance of South 14° 44' 01" West, 356.83 feet to a railroad spike at a point of tangency;

South 20° 05' 50" West, 853.09 feet to a railroad spike at a point of curvature of a curve to the right;

Southwesterly along the arc of said curve (Delta = 8° 31' 00", Radius = 856.88 feet), a chord bearing and distance of South 24° 21' 20" West, 424.27 feet to a railroad spike at a point of tangency;

South 28° 36' 50" West, 1477.08 feet to a railroad spike set at an angle point; and,

South 27° 37' 46" West, 184.55 feet to the place of beginning, containing 357.628 acres of land, more or less.

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FIRST SUPPLEMENTAL DECLARATION OF COVENANTS AND RESTRICTIONS FOR THE NEW ALBANY COMMUNITY AUTHORITY

228404

THIS FIRST SUPPLEMENTAL DECLARATION OF COVENANTS AND RESTRICTIONS FOR THE NEW ALBANY COMMUNITY AUTHORITY (the "First Supplemental Declaration") is made this 27 day of July, 1991, by The New Albany Company, an Ohio general partnership (hereinafter referred to as "Private Developer").

WHEREAS, on May 24, 1991, Private Developer filed that certain Declaration of Covenants and Restrictions for The New Albany Community Authority (the "Declaration") recorded at OR 16999C04 in the office of the Recorder, Franklin County, Ohio;

WHEREAS, pursuant to the terms of Article III of the Declaration, Private Developer reserved the right to submit Additional property to the covenants, restrictions and provisions of the Declaration; and

WHEREAS, the Private Developer is the owner of all the real property located in Franklin County, Ohio, more particularly described in Exhibit A attached hereto and incorporated herein by reference and desires to submit such property to the covenants, restrictions and provisions of the Declaration;

NOW THEREFORE, pursuant to the powers reserved in Article III of the Declaration, Private Developer hereby declares that all the real property described in Exhibit A shall be held, sold, conveyed, encumbered, leased, occupied and improved, subject to the covenants, restrictions and provisions of the Declaration as the same is supplemented and amended from time to time, which shall run with the real property described in Exhibit A and shall be binding upon, and inure to the benefit of, all parties now or hereafter having any right, title or interest in such property or any part thereof, and their heirs, personal and legal representatives, successors and assigns.

IN WITNESS WHEREOF, the Private Developer has executed this First Supplemental Declaration as of the date first above written.

THE NEW ALBANY COMPANY, an Ohio general partnership

Signed in the presence of: By: BLACKLICK INVESTMENTS, INC.

Barbara J. Harper
Barbara J. Harper

By: *John W. Kessler*
John W. Kessler, President

TRANSFERRED
NOT NECESSARY
JUL 25 1991
PALMER C. MCNEAL
AUDITOR
FRANKLIN COUNTY, OHIO

CONVEYANCE TAX
EXEMPT
M
PALMER C. MCNEAL
AUDITOR
FRANKLIN COUNTY, OHIO

PARTNERSHIP
FILING DATE 12-31-87
RECORDED VOL. 10996 PAGE 105
JOSEPH W. TESTA
RECORDER
FRANKLIN COUNTY, OHIO

17358F17

STATE OF OHIO)
)
COUNTY OF FRANKLIN) SS.

The foregoing instrument was acknowledged before me this 17th day of July, 1991, by John W. Kessler, as President of Blacklick Investments, Inc., a partner of The New Albany Company, an Ohio general partnership.

Carol A. Wilcox

Notary Public

CAROL A. WILCOX
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES APRIL 24, 1994

This instrument prepared by:

Paul S. Coppel, Esq.
SCHWARTZ, KEIM, WARREN & RUBENSTEIN
41 South High Street
Columbus, Ohio 43215
(614) 222-3000

5551Q
07/17/91

TIME 1:51 P M
RECORDED TRANSFER CO., OHIO

JUL 25 1991

JOSEPH W. TESTA, RECORDER

RECORDER'S FEE \$ 13.00

EXHIBIT A

Situated in the State of Ohio, County of Franklin, Village of New Albany:

Being located in Quarter Township 3, Township 2, Range 16, United States Military Lands, and being a part of those tracts of land as conveyed to The New Albany Company by deed of record in Official Records 12611J05, 12775808 and 13409A12, all references being to records of the Recorder's Office, Franklin County, Ohio and being more particularly bounded and described as follows:

Beginning at an iron pin in the northerly right-of-way line of Greensward Road at the southwestly corner of Lot No. 1 of "The New Albany Country Club Section 1" as the same is shown in Plat Book 73, Pages 65 and 66;

thence North 86° 38' 00" West, a distance of 38.68 feet to a P.K. nail in the centerline of Harlem Road;

thence North 0° 41' 47" West, along the centerline of Harlem Road, a distance of 223.79 feet to a railroad spike at an angle point in said centerline of Harlem Road;

thence North 4° 42' 30" West, continuing along the centerline of said Harlem Road, a distance of 185.92 feet to a P.K. nail;

thence South 88° 35' 04" East, leaving the centerline of Harlem Road, a distance of 274.98 feet to a point in the westerly line of Lot No. 5 of said, "The New Albany Country Club Section 1";

thence along the westerly line of said "The New Albany Country Club Section 1", the following courses and distances:

South 3° 22' 00" West, a distance of 71.71 feet to an iron pin;

South 49° 36' 07" West, a distance of 144.57 feet to an iron pin;

South 35° 08' 08" West, a distance of 170.49 feet to an iron pin; and

South 3° 22' 00" West, a distance of 100.00 feet to the place of beginning, containing 1.307 acres of which 0.158 acre lies within the present right-of-way of Harlem Road, leaving a net acreage of 1.119 acres of land, more or less.

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ACCEPTANCE BY THE NEW ALBANY COMMUNITY AUTHORITY
OF THE DUTIES, RESPONSIBILITIES AND BENEFITS IMPOSED
AND CONFERRED ON IT BY DECLARATION OF COVENANTS
AND RESTRICTIONS

WHEREAS, a Declaration of Covenants and Restrictions (as heretofore and hereinafter supplemented or amended pursuant to its terms, the Declaration) antcipating and relating to the creation of The New Albany Community Authority (the Authority) was executed by The New Albany Company (the Private Developer) on May 23, 1991 and filed for record on May 24, 1991 at O.R. 15999C04 in the office of the Recorder, Franklin County, Ohio; and

WHEREAS, by Resolution No. 860-82 adopted by the Board of County Commissioners of Franklin County, Ohio on August 25, 1992, the Authority was established and organized pursuant to Chapter 349 of the Revised Code; and

WHEREAS, under Section 8.01 of the Declaration, the Authority has no rights or obligations under that Declaration until the Authority executes and there is recorded an instrument by which the Authority joins in the Declaration for the purposes of accepting the duties, responsibilities and benefits imposed and conferred on it by the Declaration;

NOW, THEREFORE, pursuant to the provisions of Section 8.01 of the Declaration, the Authority hereby joins in the Declaration for the purposes of accepting any and all of the duties, responsibilities and benefits heretofore or hereafter imposed and conferred on it by the Declaration.

IN WITNESS WHEREOF, the Authority has executed this instrument as of the date first above written.

Signed in the presence of:

David M. Remick
James J. Smith, III
Wayne L. Hunter
Samuel K. Keller

THE NEW ALBANY COMMUNITY
AUTHORITY

By: *Frank Benson, III*
Frank Benson, III, Chair

By: *Steven A. Minick*
Steven A. Minick, Treasurer

THE 11 30 AM. M
RECORDER FRANKLIN CO. OHIO

JUL 28 1993

RICHARD B. METCALF RECORDER
RECORDER'S FEE 14.00

TRANSFER
NOT NECESSARY
JUL 28 1993
JOSEPH W. TESTA
AUDITOR
FRANKLIN COUNTY, OHIO

CONVEYANCE TAX
EXEMPT
JKK
JOSEPH W. TESTA
FRANKLIN COUNTY AUDITOR

23377608

STATE OF OHIO)
)
) SS:
COUNTY OF FRANKLIN)

Before us, a Notary Public in and for said County and State, personally came Frank Benson, III, Chair of the Board of Trustees of The New Albany Community Authority, who approved and executed the foregoing instrument and acknowledged that he signed such instrument as such officer and that such instrument is his free act and deed as such officer and the free act and deed of The New Albany Community Authority.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal at Columbus, Ohio, this 27th day of July, 1993.

Carol A. Robery
Notary Public



BETH M. RANSBERGER (Smith)
Notary Public, State of Ohio
Commission Expires 8-29-95

(Seal)

STATE OF OHIO)
)
) SS:
COUNTY OF FRANKLIN)

Before me, a Notary Public in and for said County and State, personally came Steven A. Minick, Treasurer of the Board of Trustees of The New Albany Community Authority, who approved and executed the foregoing instrument and acknowledged that he signed such instrument as such officer and that such instrument is his free act and deed as such officer and the free act and deed of The New Albany Community Authority.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal at Columbus, Ohio, this 27 day of July, 1993.

Carol A. Robery
Notary Public

CAROL A. ROBERY
Notary Public, State of Ohio
My Commission Expires June 21, 1997

(Seal)

This document prepared by:

Squire, Sanders & Dempsey
1300 Huntington Center
41 South High Street
Columbus, Ohio 43215

MAIL

- ENVELOPE FURNISHED

10/20/1998
Inst #: 19981020020024
Page: 3
Franklin County Recorder's Office
Franklin County Recorder's Office

DESIGNATION OF SUCCESSOR DECLARANT

COMMUNITY AUTHORITY

THIS DESIGNATION OF SUCCESSOR DECLARANT (this "Designation") is made as of the 8th day of October, 1998, by THE NEW ALBANY COMPANY LIMITED PARTNERSHIP, a Delaware limited partnership (hereinafter referred to as "Declarant"), and THE NEW ALBANY COMPANY LLC, a Delaware limited liability company (hereinafter referred to as "Successor Declarant").

WHEREAS, on May 24, 1991, the New Albany Company, an Ohio general partnership, predecessor to Declarant, filed that certain Declaration of Covenants, Conditions, and Restrictions for The New Albany Community Authority (the "Declaration") recorded at OR 16999C04 in the Office of the Recorder, Franklin County, Ohio;

WHEREAS, Declarant was named as the successor declarant pursuant to that certain Designation of Successor Declarant dated December 1, 1992 recorded at OR 21256D18 in the Office of the Recorder, Franklin County, Ohio;

WHEREAS, pursuant to the terms of the Declaration, Declarant reserved the right to designate a successor in interest of its rights as declarant under the Declaration; and

WHEREAS, Declarant has undergone a transaction resulting in Successor Declarant becoming the successor in interest of Declarant to any and all rights and obligations of Declarant as declarant under the Declaration.

NOW, THEREFORE, pursuant to the powers reserved in the Declaration, Declarant hereby declares that Successor Declarant is the successor in interest of Declarant to any and all rights and obligations of Declarant as declarant under the Declaration and Successor Declarant hereby acknowledges and accepts the obligations

JOSEPH W. TESTA
OCT 20 1998
FRANKLIN COUNTY RECORDER
BY FRANKLIN COUNTY RECORDER

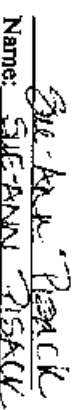

Varsy Box, Chichester


as declarant under the Declaration and hereby assumes any and all such rights and obligations.

IN WITNESS WHEREOF, Declarant and Successor Declarant have executed this Designation as of the date first above written.

Signed in the presence of: **THE NEW ALBANY COMPANY
LIMITED PARTNERSHIP, a Delaware
limited partnership**

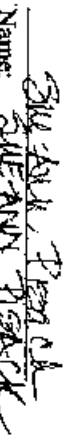
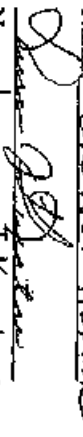
By: **N.A. Property, Inc.,
a Delaware corporation,
general partner**


Name: SHE-ANN PISACK

Name: Lauren J. Kuntz

By: 
Name: Jeffrey E. Epstein
Title: President

**THE NEW ALBANY COMPANY LLC,
a Delaware limited liability company**

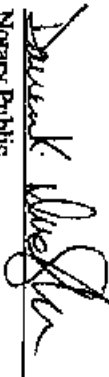
Signed in the presence of: By: **N.A. Property, Inc., a
Delaware corporation,
managing member**


Name: SHE-ANN PISACK

Name: Lauren J. Kuntz

By: 
Name: Jeffrey E. Epstein
Title: President

STATE OF New York)
) SS:
COUNTY OF New York)

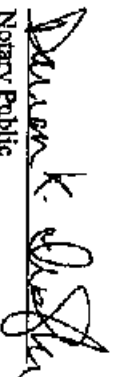
The foregoing instrument was acknowledged before me this 9th day of October, 1998, by Jeffrey E. Epstein, President of N.A. Property, Inc, a Delaware corporation, the managing member of The New Albany Company LLC, a Delaware limited liability company, on behalf of the corporation and the company.


Notary Public

DARREN K. INDYKE
Notary Public, State of New York
No. 021N5087514
Qualified in New York County
Commission Expires Oct. 15, 2002

STATE OF New York)
) SS:
COUNTY OF New York)

The foregoing instrument was acknowledged before me this 9th day of October, 1998, by Jeffrey E. Epstein, President of N.A. Property, Inc, a Delaware corporation, general partner of The New Albany Company Limited Partnership, a Delaware limited partnership, on behalf of the corporation and the partnership.


Notary Public

DARREN K. INDYKE
Notary Public, State of New York
No. 021N5087514
Qualified in New York County
Commission Expires Oct. 15, 2002

This Instrument was prepared by:

D. Michael Schira, Esq.
Vorys, Sater, Seymour and Pease LLP
52 East Gay Street
Columbus, Ohio 43215

21466C20

212324

NINTH SUPPLEMENTAL DECLARATION OF COVENANTS AND RESTRICTIONS FOR THE NEW ALBANY COMMUNITY AUTHORITY

NINTH SUPPLEMENTAL DECLARATION OF COVENANTS AND RESTRICTIONS FOR THE NEW ALBANY COMMUNITY AUTHORITY (the "Ninth Supplemental Declaration") is made as of the 27th day of December, 1992, by The New Albany Company Limited Partnership, a Delaware limited partnership, formerly known as The New Albany Company, an Ohio general partnership (hereinafter referred to as "Private Developer").

WHEREAS, on May 24, 1991, Private Developer filed that certain Declaration of Covenants and Restrictions for The New Albany Community Authority (the "Declaration") recorded at OR 16999C04 in the office of the Recorder, Franklin County, Ohio;

WHEREAS, pursuant to the terms of Article III of the Declaration, Private Developer reserved the right to submit Additional Property to the covenants, restrictions and provisions of the Declaration; and

WHEREAS, the Private Developer is the owner of all the real property located in Franklin County, Ohio, more particularly described in Exhibit A attached hereto and incorporated herein by reference and desires to submit such property to the covenants, restrictions and provisions of the Declaration;

NOW THEREFORE, pursuant to the powers reserved in Article III of the Declaration, Private Developer hereby declares that all the real property described in Exhibit A shall be held, sold, conveyed, encumbered, leased, occupied and improved, subject to the covenants, restrictions and provisions of the Declaration as the same is supplemented and amended from time to time, which shall run with the real property described of, all parties now or hereafter having any right, title or interest in such property or any part thereof, and their heirs, personal and legal representatives, successors and assigns.

IN WITNESS WHEREOF, the Private Developer has executed this Ninth Supplemental Declaration as of the date first above written.

THE NEW ALBANY COMPANY LIMITED PARTNERSHIP, a Delaware limited partnership

Signed in the presence of:

George A. Ferriter
Name: George A. Ferriter

Francis R. Piccola
Name: Francis R. Piccola

Gary R. Karpay
By: Gary R. Karpay
Chief Executive Officer

TRANSFER
NOT NECESSARY
DEC 31 1992
KSERIV TESTA
AUDITOR
FRANKLIN COUNTY, OHIO

CONVEYANCE TAX
EXEMPT
M
J
JAMES W. TESTA
FRANKLIN COUNTY AUDITOR

TRANS 50710
②

21466001

STATE OF OHIO)
) SS.
COUNTY OF FRANKLIN)

The foregoing instrument was acknowledged before me this 7th day of December, 1992, by Gary R. Kerney, as Chief Executive Officer of The New Albany Company Limited Partnership, a Delaware limited partnership, on behalf of the partnership.

Carol A. Rosey
Notary Public

CAROL A. ROSEY
Notary Public, State of Ohio
My Commission Expires June 31, 1997

This Instrument Prepared By:

Paul S. Coppel, Esq.
SCHWARTZ, KELM, WARREN & RUBENSTEIN
41 South High Street
Columbus, Ohio 43215
(614) 222-3090

[Printed name of Notary Public]

PARTNERSHIP
FILED DATE 12-28-92
RECORDED VOL. 21465 PAGE 12
RICHARD B. METCALF, RECORDER
FRANKLIN COUNTY, OHIO

Situated in the State of Ohio, County of Franklin, Plain Local School District, being located in Section 12, Quarter Township 1, Section 13, Quarter Townships 1 and 2, Quarter Townships 3 and 4, Township 2, Range 16, United States Military Lands and being comprised of the following parcel numbers and acreages:

<u>PARCEL NO.</u>	<u>ACREAGE</u>	<u>PREVIOUS PARCEL NO.</u>
222-444	26.415	
222-900, 222-850, 222-317, 222-754	0.161	
222-442	0.856	222-1980
222-889	24.140	
222-339	10.036	
222-319	17.894	
222-339	3.331	
222-339	0.335	
222-292	1.181	
222-292	5.919	
222-545	0.640	
222-292	23.940	
222-292	66.656	
222-241	21.393	
222-180 & 222-281	55.185	
222-567 & 222-7	45.333	
222-393	1.711	
222-283	14.213	
222-284	15.903	
222-370, 222-371 & 222-350	158.150	
222-371	4.990	222-412
222-371	9.396	222-389
222-371	2.578	222-887
222-371	5.242	222-517
222-371	3.508	222-435
222-246 & 222-245	2.364	
222-569	0.826	
222-556	0.667	
222-217	109.754	
222-233	10.000	
222-288	19.975	
222-171	4.665	222-404
222-431	98.246	
222-568	0.935	
222-557	1.014	
222-555	0.596	

21465002

Continued.....

- Page 2 -

<u>PARCEL NO.</u>	<u>ACREAGE</u>	<u>PREVIOUS PARCEL NO.</u>
222-153	6.230	
222-218	12.505	
222-388	1.397	
222-578	0.599	
222-437	3.781	
222-450	7.074	
222-366	22.236	
222-891	22.224	
222-497	4.806	
222-420	2.968	
222-897	8.984	
222-907	9.318	
222-359	5.338	
222-496	2.464	
222-498	3.470	
232-468	20.807	
222-358, 22-306 & 22-906	98.913	222-475 & 222-331
222-883	4.484	
222-364, 220-241 & 220-320	23.448	
222-886	5.950	
222-853	0.919	
222-298 & 22-414	8.691	
545-187789, 187790 & 187786	139.969	
545-187787	38.680	
222-146	2.654	
222-255	3.257	
222-662	1.969	
545-212439	15.770	
545-212440		
222-292	11.490	
222-200	1.000	
545-187791	5.002	
545-187785	59.731	
222-356 & 222-220	48.040	222-336
222-650	1.273	
222-406	1.457	
222-390	2.000	
545-208819 & 198842	112.394	
545-196743	38.500	
545-163688	134.159	
545-163690	0.861	
545-163692	130.155	
545-163691	3.000	
222-909	5.292	
222-363	5.015	
222-871	4.988	
545-163689	1.000	
545-163686	3.000	
545-163687	1.000	

Continued.....

<u>PARCEL NO.</u>	<u>ACREAGE</u>
222-554	0.637
222-189	0.482
222-201 & 222-150	1.500
222-307	20.160
222-235	2.000
222-411	4.899
222-287	1.303
222-178	2.432
222-354 & 222-346	40.446

and being more particularly described as follows:

Beginning in the easterly line of parcel No. 222-292 at a point 210.00 feet northerly from the centerline of Morse Road;

thence westerly, crossing said parcel No. 222-292 and being 230.00 feet northerly from the centerline of Morse Road, a distance of 2335.5 feet to a point;

thence southerly being along the easterly line of parcel No. 222-545, a distance of 200.0 feet to a point;

thence westerly being 30.0 feet northerly from the centerline of Morse Road, a distance of 150.0 feet to a point;

thence northerly along the westerly line of said parcel No. 222-545, a distance of 179.7 feet to a point in the southerly line of parcel No. 222-292;

thence westerly along the southerly line of said parcel No. 222-292, a distance of 322.0 feet to a point;

thence northerly, a distance of 18.0 feet to a point;

thence westerly crossing parcel No. 222-292, Harlem Road, and parcel No. 222-339, and being 230.00 feet northerly from the centerline of Morse Road, a distance of 2163.7 feet to a point;

thence southerly along an easterly line of said parcel No. 222-339, a distance of 200.0 feet to a point;

thence westerly, crossing said parcel No. 222-339, also crossing parcels No. 222-889, 222-442, 222-444 and 222-900, a distance of 2138.8 feet to a point;

Continued.....

- Page 4 -

thence northeasterly along a southwesterly line of parcels 222-444 and 222-900, a distance of 428.0 feet to a point in the centerline of U.S. Route 62 (Johnstown Road);

thence northeasterly along the westerly line of said parcels No. 222-444 and 222-900 and the centerline of said road, a distance of 755.6 feet to a point;

thence easterly along the northerly line of said parcels No. 222-44 and 222-900, a distance of 824.8 feet to a point in the westerly line of 222-339;

thence northerly along the westerly line of said parcel No. 222-339 and parcel No. 222-363, a distance of 821.6 feet to a point in the centerline of U.S. Route 62 (Johnstown Road);

thence northeasterly along the westerly line of said parcel No. 222-363 and 222-886, a distance of 150.0 feet to a point in the southwesterly line of parcels No. 220-320 and 220-241;

thence along the southerly line of said parcels No. 220-320 and 220-421, the following courses and distances:

Northwesterly, a distance of 243.6 feet;

Southwesterly, a distance of 390.0 feet; and

Westerly, a distance of 153.4 feet to a point at the southwesterly corner of said parcel;

thence along the westerly line of said parcels No. 220-320 and 220-241, the following courses and distances:

Northerly, a distance of 704.2 feet;

Northeasterly along the meanderings of a ditch, a distance of 251.9 feet;

Northeasterly, a distance of 349.5 feet;

Easterly, a distance of 100.3 feet; and

Northerly, a distance of 223.4 feet to a point in the centerline of Thompson Road;

thence easterly along the centerline of Thompson Road, being a northerly line of said parcels No. 220-320 and 220-241, a distance of 145.8 feet;

Continued.....

thence southwestly, along an easterly line of said parcel No. 220-320 and 220-241, a distance of 985.8 feet to a point;

thence easterly along a northerly line of said parcels No. 230-340 and 220-241, a distance of 324.9 feet to a point in the centerline of U.S. Route 62 (Johnstown Road);

thence along the centerline of said road and along the westerly line of parcel No. 222-393, a distance of 347.0 feet to a point;

thence southeasterly along the northeasterly line of said parcel No. 222-393, a distance of 438.5 feet to a point in the northerly line of parcel No. 222-364;

thence easterly along the northerly line of said parcel No. 222-364, a distance of 490.7 feet to a point;

thence southerly, along the easterly line of said parcel No. 222-364, also being along parcel No. 222-886 and 222-450, a distance of 980.8 feet to a point;

thence easterly along a northerly line of said parcel No. 222-339, a distance of 146.1 feet to a point;

thence southerly along the easterly line of said parcel No. 222-339, a distance of 614.7 feet to a point;

thence easterly along the northerly line of parcel No. 222-339, a distance of 381.6 feet to a point;

thence southerly along an easterly line of said parcel No. 222-339, a distance of 150.0 feet to a point;

thence easterly along the northerly line of said parcel No. 222-339, a distance of 323.0 feet to a point in the centerline of Harlem Road;

thence southerly along the centerline of said Harlem Road, a distance of 236.7 feet to a point;

thence easterly, a distance of 30.0 feet to a point in the easterly right-of-way line of Harlem Road, being the westerly line of parcel No. 222-292;

thence northerly along said right-of-way line, being the westerly line of said parcel No. 222-292 and parcel No. 222-853, a distance of 408.2 feet to a point;

Continued.....

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thence easterly, along the northerly line of parcel No. 222-853, a distance of 267.0 feet to a point in the westerly line of parcel No. 222-292;

thence northerly, along the westerly line of parcel No. 222-292, a distance of 150.0 feet to a point;

thence westerly along a southerly line of said parcel No. 222-292, a distance of 297.0 feet to a point in the centerline of Harlem Road;

thence northerly along the centerline of Harlem Road, a distance of 50.0 feet to a point;

thence easterly along a northerly line of said parcel No. 222-292, a distance of 297.0 feet to a point;

thence along the westerly and northerly lines of said parcel No. 222-292, the following courses and distances:

Northerly, a distance of 300.0 feet to a point;

Easterly, a distance of 303.0 feet to a point;

Northeasterly, a distance of 360.0 feet to a point;

Easterly, a distance of 162.0 feet to a point; and,

Northerly, a distance of 530.0 feet to a point in the southerly line of parcel No. 222-359;

thence westerly along the southerly line of said parcel No. 222-359, a distance of 750.7 feet to a point;

thence northerly along the westerly line of said parcel No. 222-359, a distance of 281.8 feet to a point;

thence easterly along the northerly line of said parcel No. 222-359, a distance of 830.0 feet to a point in the westerly line of parcel No. 222-358;

thence northerly along the westerly line of said parcel No. 222-358 a distance of 1053.2 feet to a point at the southeasterly corner of Parcel No. 222-497;

thence westerly along the southerly line of said parcel No. 222-457, a distance of 432.5 feet to a point at the southwest corner of said parcel;

thence northerly along the westerly line of said parcel No. 222-497, a distance of 365.7 feet to a point in the southeasterly right-of-way line of Sleepy Hollow Road;

Continued.....

- Page 7 -

thence northeasterly along said right-of-way line and along the northwesterly line of said parcel No. 222-497 and parcels No. 222-498 and 222-496, a distance of 1076.5 feet to a point in the southerly line of parcel No. 222-891;

thence westerly along the southerly line of said parcel No. 222-891, a distance of 36.9 feet to a point;

thence northerly along the westerly line of said parcel No. 222-891, a distance of 27.4 feet to a point in the northwesterly right-of-way line of Sleepy Hollow Road, also being the southeasterly line of parcel No. 222-366;

thence southwesterly along said right-of-way line, a distance of 1039.9 feet to a point in the westerly line of said parcel No. 222-366;

thence northerly along the westerly line of said parcel No. 222-366, a distance of 618.4 feet to a point at the southeasterly corner of parcel No. 222-437;

thence westerly along the southerly line of said parcel No. 222-437, a distance of 993.0 feet to a point in the centerline of U.S. Route 62 (Johnstown Road);

thence southwesterly along the centerline of said road, a distance of 730.3 feet to a point in Sleepy Hollow Road;

thence easterly along said Sleepy Hollow Road and along the northerly line of parcel No. 222-897, a distance of 596.3 feet to a point;

thence southerly along the easterly line of parcel No. 222-897, a distance of 589.7 feet to a point;

thence easterly along the northerly line of said parcel No. 222-907, a distance of 381.1 feet to a point at the northeasterly corner of said parcel No. 222-907;

thence southerly along the easterly line of said parcel No. 222-907, a distance of 445.1 feet to a point at the southeasterly corner of said parcel No. 222-907;

thence westerly along the southerly line of said parcel No. 222-907, a distance of 941.3 feet to a point in the centerline of Harlem Road;

thence northwesterly along the centerline of Harlem Road, a distance of 35.0 feet to a point in the southeasterly corner of parcel No. 222-883

Continued.....

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thence westerly along the southerly line of said parcel No. 222-883, a distance of 752.7 feet to a point in the centerline of U.S. Route 62 (Johnstown Road);

thence northeasterly along the centerline of said road, a distance of 728.0 feet to a point in the intersection of Thompson Road;

thence westerly along the centerline of said Thompson Road, also being the southerly line of parcel No. 222-909, a distance of 460.9 feet to a point;

thence northerly along the westerly line of said parcel No. 222-909, a distance of 437.0 feet to a point in the southerly line of parcel No. 222-871;

thence westerly along the southern line of said parcel No. 222-871, a distance of 439.0 feet to a point;

thence northeasterly along the westerly line of said parcel No. 222-871, a distance of 174.2 feet to a point at the southeasterly corner of parcel No. 545-163692;

thence westerly along the southerly line of parcel No. 545-163692, a distance of 981.1 feet to a point at the northeasterly corner of parcel No. 545-163691;

thence along the easterly, southerly and westerly lines of said parcel No. 545-163691, the following courses and distances:

southerly, a distance of 601.2 feet to a point in the centerline of Thompson Road;

westerly, along said centerline, a distance of 217.6 feet to a point; and,

northerly, a distance of 599.5 feet to a point in the southerly line of parcel No. 545-163692;

thence along the southerly and westerly lines of said parcel No. 545-163692, the following courses and distances:

westerly, a distance of 196.8 feet to a point;

northerly, a distance of 678.1 feet to a point;

westerly, a distance of 2736.5 feet to a point;

northerly, a distance of 514.8 feet to a point; and

westerly, a distance of 1380.4 feet to a point;

Continued.....

- Page 9 -

thence northerly along the westerly line of said parcel No. 545-163692, also being along the westerly line of parcel No. 545-163688, a distance of 1593.2 feet to a point;

thence easterly, along the northerly line of said parcel No. 545-163688, a distance of 2694.9 feet to a point at the southwesterly corner of parcel No. 545-208819;

thence northerly, along the westerly line of said parcel No. 545-208819, a distance of 1568.1 feet to a point;

thence easterly, along the northerly line of said parcel No. 545-208819, a distance of 2017.2 feet to a point;

thence northerly, along a westerly line of said parcel No. 545-208819, a distance of 85.0 feet to a point;

thence easterly, along the northerly line of said parcel No. 545-208819, a distance of 816.6 feet to a point in the centerline of Harlem Road;

thence southeasterly along the centerline of Harlem Road, a distance of 528.6 feet to a point at the northwesterly corner of parcel No. 222-517;

thence along the northerly and westerly lines of said parcel No. 222-517, the following courses and distances:

easterly, a distance of 292.60 feet to a point;

northwesterly, a distance of 150.0 feet to a point; and

easterly, a distance of 107.4 feet to a point at the southwesterly corner of parcel No. 222-517;

thence northerly along the westerly line of said parcel No. 222-517, a distance of 356.7 feet to a point at the northwesterly corner of said parcel;

thence easterly along the northerly line of said parcel No. 222-517 and parcel No. 222-370, a distance of 1055.3 feet to a point in the westerly line of Parcel No. 222-217;

thence northerly along the westerly line of said Parcel No. 222-217, a distance of 1677.8 feet to a point in the centerline of State Route 161 (Dublin-Granville Road);

thence westerly along the centerline of said road and the southerly line of parcels No. 545-212433 and 545-212440, a distance of 533.5 feet to a point;

thence northerly along the westerly line of said parcels No. 545-212439, 545-212440 and parcel No. 545-187789, a distance of 2169.1 feet to a point;

thence westerly, along a southerly line of said parcel No. 545-187789, a distance of 593.0 feet to a point in the easterly line of parcel No. 545-187791;

thence southerly along the easterly line of said parcel No. 545-187791, a distance of 207.0 feet to a point at the southeasterly corner of said parcel;

thence westerly along the southerly line of said parcel No. 545-187791, a distance of 1277.9 feet to a point;

thence along the westerly line of said parcel No. 545-187791, the following courses and distances:

northerly, a distance of 273.4 feet to a point;

westerly, a distance of 280.4 feet to a point in the centerline of Harlem Road;

northwesterly along the centerline of said road, a distance of 57.2 feet to a point;

easterly, a distance of 280.5 feet to a point;

northwesterly, a distance of 911.3 feet to a point;

westerly, a distance of 285.3 feet to a point in the centerline of Harlem Road; and

northwesterly along the centerline of Harlem Road, a distance of 611.4 feet to a point at the northwesterly corner of said parcel No. 545-187791;

thence easterly along the northerly line of said parcel No. 545-187791, also parcel No. 545-187789, parcel No. 545-187787 and parcel No. 222-336, a distance of 5566.6 feet to a point at the southeasterly corner of parcel 222-307;

thence northerly along the westerly line of said parcel No. 222-307, a distance of 617.3 feet to a point;

thence easterly along the northerly line of said parcel No. 222-307, a distance of 1304.1 feet to a point in the centerline of State Route 605;

thence southeasterly along the centerline of State Route 605, a distance of 444.2 feet to a point at the northwesterly corner of parcel No. 222-390;

thence easterly along the northerly line of said parcel No. 222-390, a distance of 512.7 feet to a point in the westerly line of parcel No. 222-354;

Continued.....

- Page 11 -

thence northerly along the westerly line of said parcel No. 222-354, a distance of 424.2 feet to a point;

thence westerly along a southerly line of said parcel No. 222-354, a distance of 452.7 feet to a point;

thence northwesterly along a westerly line of said parcel No. 222-354, a distance of 200.0 feet to a point;

thence westerly along a southerly line of said parcel No. 222-354, a distance of 231.1 feet to a point in the centerline of State Route 605;

thence northwesterly along the centerline of said road, a distance of 165.4 feet to a point at the southeasterly corner of parcel No. 222-411;

thence westerly along the southerly line of said parcel No. 222-411, a distance of 1199.6 feet to a point;

thence northerly, along the westerly line of said parcel No. 222-411, a distance of 182.0 feet to a point;

thence easterly, along the northerly line of said parcel No. 222-411, a distance of 1147.4 feet to a point in the centerline of State Route 605;

thence southeasterly along the centerline of said road, a distance of 155.9 feet to the northwesterly corner of parcel No. 222-354;

thence easterly, along the northerly line of said parcel No. 222-354, a distance of 793.4 feet to a point;

thence southerly, a distance of 145.6 feet to a point;

thence easterly, along the northerly line of said parcel No. 222-354, a distance of 1783.9 feet to a point in the westerly line of parcel No. 222-180;

thence northerly along the westerly line of said parcel No. 222-180, a distance of 408.2 feet to a point;

thence easterly along the northerly line of said parcel No. 222-180, a distance of 7718.1 feet to a point in the centerline of Bevelheimer Road;

thence southerly along the centerline of said road and the easterly line of parcel No. 222-287, a distance of 1253.1 feet to a point;

Continued.....

- Page 12 -

thence westerly along the southerly line of said parcel No. 222-287, a distance of 195.2 feet to a point in the centerline of U.S. Route 62 (Johnstown Road);

thence northeasterly along the centerline of said road, a distance of 90.0 feet to a point in the southwesterly line of parcel No. 222-180;

thence northwesterly along the southwesterly line of said parcel No. 222-180, a distance of 503.6 feet to a point;

thence southwesterly, along the southerly line of said parcel No. 222-180, a distance of 446.3 feet to a point at the northeasterly corner of parcel No. 222-284;

thence southerly, along the easterly line of said parcel No. 222-284, a distance of 422.1 feet to a point in the northerly line of parcel No. 222-241;

thence along the northerly line of said parcel No. 222-241, a distance of 390.8 feet to a point;

thence along the easterly and southerly lines of said parcel No. 222-241, the following courses and distances:

southwesterly, a distance of 354.0 feet to a point;

southwesterly, a distance of 151.5 feet to a point;

northwesterly, a distance of 259.3 feet to a point;

northwesterly, a distance of 249.9 feet to a point;

westerly, a distance of 297.7 feet to a point;

westerly, a distance of 218.4 feet to a point; and

northwesterly, a distance of 146.6 feet to a point in the southerly line of parcel No. 222-284;

thence westerly along the southerly line of said parcel No. 222-284, a distance of 566.5 feet to a point in the easterly line of parcel No. 222-567;

thence southerly along the easterly line of said parcel No. 222-567, a distance of 112.9 feet to a point at the northwesterly corner of parcel No. 222-241;

thence along the northeasterly and southeasterly lines of said parcel No. 222-241, the following courses and distances:

southwesterly, a distance of 263.8 feet to a point;

Continued.....

southeasterly, a distance of 186.4 feet to a point;
southeasterly, a distance of 593.7 feet to a point;
southeasterly, a distance of 194.8 feet to a point;
southwesterly, a distance of 771.8 feet to a point;
southwesterly, a distance of 442.8 feet to a point; and
southwesterly, a distance of 82.8 feet to a point;

thence northerly along the westerly line of said parcel No. 222-241, a distance of 467.2 feet to a point in the southerly line of parcel No. 222-567;

thence along the southerly, northeasterly, easterly and westerly lines of said parcel No. 222-567, the following courses and distances:

westerly, a distance of 562.0 feet to a point;
southerly, a distance of 150.0 feet to a point;
southeasterly, a distance of 396.1 feet to a point;
southwesterly, a distance of 60.0 feet to a point;
southeasterly, a distance of 275.1 feet to a point;
westerly, a distance of 1104.2 feet to a point;
northerly, a distance of 48.6 feet to a point;
westerly, a distance of 251.8 feet to a point;
northeasterly, a distance of 162.0 feet to a point;
westerly, a distance of 178.9 feet to a point in the centerline of State Route 605;
northwesterly, along the centerline of State Route 605, a distance of 417.7 feet to a point;
easterly, a distance of 389.7 feet to a point;
northerly, a distance of 552.6 feet to a point;
easterly, a distance of 131.5 feet to a point; and
northerly, a distance of 699.8 feet to a point in the southerly line of parcel No. 222-354;

Continued.....

- Page 14 -

thence westerly, along the southerly line of said parcel No. 222-354, also being along the southerly lines of parcels No. 222-390 and 222-307, a distance of 1339.0 feet to a point in the easterly line of parcel No. 222-336;

thence southerly, along the easterly line of said parcel No. 222-336, a distance of 1207.6 feet to a point;

thence westerly, along a southerly line of parcel No. 222-336, a distance of 1640.1 feet to a point in the easterly line of parcel No. 545-187787;

thence southerly along the easterly line of said parcel No. 545-187787 and parcel No. 545-187789, a distance of 1674 feet to a point in the centerline of State Route 161 (Dublin-Granville Road);

thence southwestwesterly along the centerline of said road, a distance of 304.0 feet to a point;

thence along the westerly and southerly lines of parcel No. 545-187789, the following courses and distances:

northerly, a distance of 182.8 feet to a point;

westerly, a distance of 201.3 feet to a point;

northerly, a distance of 322.2 feet to a point;

westerly, a distance of 484.2 feet to a point in the easterly right-of-way line of Morgan Road;

northerly, along said easterly right-of-way line, a distance of 166.9 feet to a point;

easterly, a distance of 415.7 feet to a point;

northerly, a distance of 150.0 feet to a point;

easterly, a distance of 153.3 feet to a point;

northerly, a distance of 393.2 feet to a point; and

westerly, a distance of 568.0 foot to a point in the easterly right-of-way line of Morgan Road;

thence along the easterly, northerly, southerly and westerly right-of-way lines of said Morgan Road, the following courses and distances:

Continued.....

- Page 15 -

northerly, a distance of 50.5 feet to a point;

westerly, a distance of 1356.4 feet to a point;

southerly, a distance of 40.0 feet to a point;

easterly, a distance of 1216.8 feet to a point; and

southerly, a distance of 687.6 feet to a point;

thence westerly along the southerly line of parcel No. 545-187789, a distance of 1249.9 feet to a point at the northeasterly corner of parcel No. 545-212440 and 545-212439;

thence southerly along the easterly line of said parcel No. 545-212440 and 545-212439, a distance of 1213.4 feet to a point in the centerline of State Route 161 (Dublin-Granville Road);

thence northeasterly along the centerline of said road, a distance of 603.0 feet to a point;

thence northeasterly continuing along said centerline of State Route 161, a distance of 522.1 feet to a point;

thence southerly along the easterly line of parcel No. 222-662, a distance of 620.4 feet to a point in the northerly line of parcel No. 222-217;

thence easterly along the northerly line of said parcel No. 222-217, a distance of 184.9 feet to a point;

thence southerly, a distance of 23.1 feet to a point;

thence easterly, continuing along the northerly line of parcel No. 222-217 and parcel No. 222-213, a distance of 1326.7 feet to a point in the westerly line of parcel No. 222-288;

thence northerly, along the westerly line of parcel No. 222-282, a distance of 961.2 feet to a point in the southerly line of parcel No. 222-336;

thence westerly along the southerly line of said parcel No. 222-336, a distance of 341.9 feet to a point;

thence northerly, along the westerly line of said parcel No. 222-336, a distance of 144.0 feet to a point in the northerly right-of-way line of State Route 161 (Dublin-Granville Road);

Continued.....

- Page 16 -

thence northeasterly along said northern right-of-way line, a distance of 854.1 feet to a point;

thence southerly, a distance of 30.0 feet to a point in the centerline of State Route 161 (Dublin-Granville Road);

thence easterly along the centerline of said road, a distance of 848.1 feet to the northeasterly corner of Parcel No. 222-255;

thence along the easterly and southerly lines of said parcel No. 222-255, the following courses and distances:

southerly, a distance of 216.6 feet to a point;

northwesterly, a distance of 350.0 feet to a point;

northerly, a distance of 41.8 feet to a point;

westerly, a distance of 115.7 feet to a point;

southerly, a distance of 74.1 feet to a point;

westerly, a distance of 241.2 feet to a point in the easterly line of parcel No. 222-146;

thence southerly along the easterly line of said parcel No. 222-146, a distance of 42.7 feet to a point in the northerly line of parcel No. 222-288;

thence southeasterly along the northeasterly line of parcel No. 222-288, a distance of 515.3 feet to a point at the northwesterly corner of parcel No. 222-201;

thence southeasterly along the northeasterly line of said parcel No. 222-201, a distance of 265.0 feet to a point in the centerline of State Route 62 (Johnstown Road);

thence southwesterly along the centerline of said road, a distance of 250.0 feet to a point;

thence northwesterly along the southwesterly line of parcel No. 222-189, a distance of 260.0 feet to a point in the southeasterly line of parcel No. 222-288;

thence southwesterly along the southeasterly line of said parcel No. 222-288, a distance of 859.9 feet to a point;

thence continuing southwesterly along the southeasterly line of parcel No. 222-288, a distance of 316.4 feet to a point;

Continued.....

- Page 17 -

thence southeasterly along the northeasterly line of parcel No. 222-200, a distance of 310.9 feet to a point in the northwesterly right-of-way line of U.S. Route 62 (Johnstown Road);

thence southwesterly along said right-of-way line, a distance of 244.1 feet to a point;

thence westerly along the westerly line of parcel No. 222-200 and parcel No. 222-213, a distance of 355.5 feet to a point in the easterly line of parcel No. 222-217;

thence along the easterly line of said parcel No. 222-232, the following courses and distances:

southerly, a distance of 175.9 feet to a point;

easterly, a distance of 266.7 feet to a point in the centerline of U.S. Route 62 (Johnstown Road); and

southwesterly, along the centerline of said road, a distance of 562.5 feet to a point;

thence northwesterly along a southerly line of parcel No. 222-217, a distance of 326.8 feet to a point;

thence westerly continuing along said southerly line, a distance of 158.6 feet to a point;

thence southerly, a distance of 84.9 feet to a point at the northwesterly corner of parcel No. 222-246;

thence easterly, along the northerly line of parcel No. 222-246, a distance of 173.0 feet to a point;

thence southeasterly continuing along said northerly line, a distance of 294.0 feet to a point in the centerline of U.S. Route 62 (Johnstown Road);

thence southwesterly along the centerline of said road, a distance of 1342.7 feet to a point at the northwesterly corner of parcel No. 222-431;

thence along the northerly line of said parcel No. 222-431, the following courses and distances:

easterly, a distance of 399.9 feet to a point;

northeasterly, a distance of 300.0 feet to a point; and

Continued.....

easterly, a distance of 492.1 feet to a point in the westerly line of parcel No. 222-218;

thence along the westerly, northerly and easterly lines of said parcel No. 222-218, the following courses and distances:

northerly, a distance of 1177.5 feet to a point in the centerline of U.S. Route 62 (Johnstown Road);

northeasterly along the centerline of said road, a distance of 24.7 feet to a point;

southerly, a distance of 328.0 feet to a point; and

easterly, a distance of 360.9 feet to a point in a southwesterly line of parcel No. 222-283;

thence along the southwesterly, northeasterly and northerly lines of said parcel No. 222-283, the following courses and distances:

northwesterly, a distance of 486.9 feet to a point in the centerline of U.S. Route 62 (Johnstown Road);

northeasterly along the centerline of said road, a distance of 61.9 feet to a point;

southeasterly, a distance of 428.9 feet to a point;

southeasterly, a distance of 68.6 feet to a point;

easterly, a distance of 378.9 feet to a point; and

northeasterly, a distance of 409.9 feet to a point at the northeasterly corner of said parcel No. 222-283;

thence southerly along the easterly line of said parcel No. 222-283 and parcel No. 222-431, a distance of 1729.1 feet to a point;

thence along the northerly, easterly and southerly lines of said parcel No. 222-431, the following courses and distances:

easterly, a distance of 843.4 feet to a point in the westerly right-of-way line of Reynoldsburg-New Albany Road;

southerly along said right-of-way, a distance of 1077.8 feet to a point; and

Continued.....

westerly, a distance of 811.9 feet to a point in the easterly line of parcel No. 222-370;

thence southerly along the easterly line of said parcel No. 222-370, a distance of 645.8 feet to a point;

thence westerly along the southerly line of said parcel No. 222-370, a distance of 1450.8 feet to a point at the northeasterly corner of parcel No. 222-891;

thence southerly, along the easterly line of said parcel No. 222-891, a distance of 233.7 feet;

thence southeasterly continuing along said easterly line and along the arcs of curves, a distance of 805.5 feet to a point;

thence easterly along the northerly line of said parcel No. 222-891, a distance of 233.7 feet;

thence southeasterly continuing along said easterly line and along the arcs of curves, a distance of 850.5 feet to a point;

thence easterly along the northerly line of said parcel No. 222-891 and parcel No. 222-475, a distance of 1710.4 feet to a point in the westerly right-of-way line of Reynoldsburg-New Albany Road;

thence along the easterly and southerly lines of said parcel No. 222-475, the following courses and distances:

southerly, a distance of 99.7 feet to a point;

westerly, a distance of 178.0 feet to a point;

southerly, a distance of 100.0 feet to a point;

easterly, a distance of 184.6 feet to a point;

southerly, a distance of 38.0 feet to a point;

westerly, a distance of 183.9 feet to a point;

southerly, a distance of 209.0 feet to a point; and

westerly, a distance of 261.6 feet to a point at the northeasterly corner of parcel No. 222-331;

Continued.....

thence southerly, along the easterly line of said parcel No. 222-331, a distance of 303.6 feet to a point in the northerly line of parcel No. 222-358;

thence along the northerly, easterly and southerly lines of said parcel No. 222-358, the following courses and distances:

easterly, a distance of 448.2 feet to a point in the westerly right-of-way line of Reynoldsburg-New Albany Road;

southerly, along the westerly right-of-way line of said road, a distance of 793.4 feet to a point;

southwesterly, a distance of 258.6 feet to a point;

southeasterly, a distance of 251.9 feet to a point;

westerly, a distance of 680.9 feet to a point; and

southerly, a distance of 416.1 feet to a point in the northerly line of parcel No. 222-298;

thence along the northerly, easterly and southerly lines of said parcel No. 222-298, the following courses and distances:

easterly, a distance of 1128.5 feet to a point in the westerly right-of-way line of Reynoldsburg-New Albany Road;

southerly along the westerly right-of-way line of said road, a distance of 332.0 feet to a point; and

westerly, a distance of 1203.5 feet to a point in the easterly line of parcel No. 222-292;

thence southerly along the easterly line of said parcel No. 222-292, a distance of 1370.0 feet to the place of beginning, containing 1889.0 acres of land, more or less.

Excepting, however, the following parcels from "New Albany Country Club Section 1."

<u>LOT</u>	<u>PARCEL NO.</u>	<u>ACREAGE</u>
35	222-960	0.679
36	222-961	0.615
37	222-962	0.495
38	222-963	0.608
39	222-964	0.659
17 & 18	222-942	1.247

Continued.....

<u>LOT</u>	<u>PARCEL NO.</u>	<u>ACREAGE</u>
40	222-965	0.462
41	222-966	0.583
42	222-967	0.578
43	222-968	0.542
44	222-969	0.702
45	222-970	0.654
47	222-972	0.474
48	222-973	0.474
50	222-975	0.474
Total		9.246 Acres

leaving a net acreage of 1881.0 acres, more or less, 663.2 acres in City of Columbus, 1182.3 acres in Village of New Albany and 15.5 acres in Plain Township.

The above described parcel has within its boundaries New Albany Country Club Section 1, Section 2, Section 3, Section 4 and Section 6A.

Conveyance
 2,000.⁰⁰
 2,000.⁰⁰
 AUDITOR

200901290011037
 Pgs. 5 \$52.00 T20090005374
 01/29/2009 9:30PM BKTITLE FIRST
 Robert G. Montgomery
 Franklin County Recorder

1217
 TRANSFERRED

JAN 29 2009

GENERAL WARRANTY DEED

JOSEPH W. TESTA
 AUDITOR
 FRANKLIN COUNTY, OHIO

THE NEW ALBANY COMPANY LLC, a Delaware limited liability company, successor in interest to The New Albany Company Limited Partnership, a Delaware limited partnership, and The New Albany Company, an Ohio general partnership (the "**Grantor**"), with its principal office located in Franklin County, Ohio, for valuable consideration paid, grants, with general warranty covenants, to **M/I HOMES OF CENTRAL OHIO, LLC**, an Ohio limited liability company (the "**Grantee**", whether one or more than one), whose tax address is 3 Easton Oval, Suite 540, Columbus, Ohio 43219, the following described real property (the "**Premises**"):

Situated in the State of Ohio, County of Franklin and Village of New Albany and as more particularly described on the attached Exhibit "A".

Split out of Parcel Numbers: Splits out of 222-002951; 222-000820; 222-002952 and all of 222-000362

Prior Instrument References: Official Record 12773F17; Official Record 2125E01; Official Instrument Number 199811120289607; Official Instrument Number 200208050191105; Official Instrument Number 200508050191108; and Official Instrument Number 200210180263228, Recorder's Office, Franklin County, Ohio.

Known Address: Thompson Road, New Albany, Ohio 43054

Subject to covenants, easements, conditions and restrictions of record, road rights-of-way, all applicable zoning ordinances and regulations and all other restrictions and regulations imposed by governmental authorities, taxes for the year of closing and subsequent years, utility, drainage, cable television and similar easements, restrictions and reservations common to THE NEW ALBANY COUNTRY CLUB SECTION 20, and all terms, covenants, conditions, restrictions, encumbrances, liens, obligations to pay assessments, fees and charges, rights and easements set forth in the Master CC&Rs (as hereinafter defined), in the Country Club Community CC&Rs (as hereinafter defined) and in The New Albany Community Authority Declaration (as hereinafter defined).

COVENANTS AND RESTRICTIONS.

Grantee, by acceptance of this conveyance, covenants and agrees and shall be deemed to have covenanted and agreed, for Grantee and Grantee's successors, assigns, heirs and legal representatives: (i) to accept the conveyance of the Premises subject to the covenants, conditions, restrictions, easements,

RF MC
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 Stewart Title Agency
 of Columbus Box

encumbrances, rights and all other matters set forth in the Declaration of Covenants, Conditions, Restrictions and Easements for The New Albany Communities, of record at Official Record 16185A01, Recorder's Office, Franklin County, Ohio, as the same may be amended from time to time (the "Master CC&Rs"); in the Declaration of Covenants, Conditions, Restrictions and Easements for The New Albany Country Club Community, of record at Official Record 16185C14, Recorder's Office, Franklin County, Ohio, as the same may be amended from time to time (the "Country Club Community CC&Rs"); and the Declaration of Covenants and Restrictions for The New Albany Community Authority, of record at Official Record 16999C04, Recorder's Office, Franklin County, Ohio, as the same may be amended from time to time (the "New Albany Community Authority Declaration"); (ii) to be bound by and comply with the terms of the Master CC&Rs, the Country Club Community CC&Rs and the New Albany Community Authority Declaration. The Master CC&Rs, the Country Club Community CC&Rs and the New Albany Community Authority Declaration are incorporated herein by reference as if fully set forth herein in their entirety.

The Grantor has caused this instrument to be executed by its duly authorized officer this 27th day of January, 2009.

GRANTOR:

THE NEW ALBANY COMPANY LLC,
a Delaware limited liability company

By: 
Brent Bradbury, Chief Financial Officer

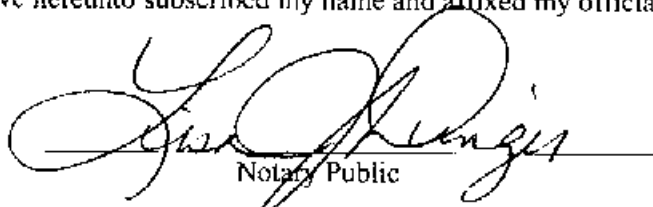
STATE OF OHIO
COUNTY OF FRANKLIN, ss:

BE IT REMEMBERED, That on this 27th day of January, 2009, before me, the subscriber, a notary public in and for said state, personally came, Brent Bradbury, the Chief Financial Officer of **THE NEW ALBANY COMPANY LLC**, a Delaware limited liability company, the Grantor in the foregoing deed, and acknowledged the signing thereof to be his voluntary act and deed, on behalf of said company.

IN TESTIMONY THEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.



LISA J. DINGER
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES 9-26-2011


Notary Public

This Instrument Prepared
Under the Direction of:
The New Albany Company LLC
8000 Walton Parkway, Suite 120
New Albany, Ohio 43054
(614) 939-8000

ACREAGE PARCEL
12.314 ACRES

Situated in the State of Ohio, County of Franklin, Village of New Albany, located in Quarter Township 3, Township 2, Range 16, United States Military Lands, being out of that 3.0 acre tract conveyed to The New Albany Company by deed of record in Official Record 12773F17, that 6.995 acre tract conveyed to The New Albany Company LLC by deed of record in Instrument Number 200208050191105, that remainder of that 6.495 acre tract conveyed to The New Albany Company LLC by deed of record in Instrument Number 200208050191108 and part of that 80.323 acre tract conveyed to The New Albany Company LLC by deed of record in Instrument Number 200210180263228, (all references refer to the records of the Recorder's Office, Franklin County, Ohio) and being described as follows:

BEGINNING at the common corner of the southerly terminus of the easterly right-of-way line of Sedgewick Court with a southwesterly corner of Reserve "E", both of record on the subdivision plat entitled "New Albany Country Club Section 20, Part 2" of record in Plat Book 108, Pages 24 and 25;

Thence with the westerly line of said "New Albany Country Club Section 20 Part 2", the following courses and distances:

with the arc of a curve to the right having a central angle of $86^{\circ}59'22''$, a radius of 20.00 feet, an arc length of 30.37 feet and a chord bearing and distance of North $57^{\circ}43'53''$ East, 27.53 feet to an iron pin set at the point of reverse curvature;

with the arc of said curve to the left having a central angle of $04^{\circ}31'13''$, a radius of 1000.00 feet, an arc length of 78.89 feet and a chord bearing and distance of South $81^{\circ}02'03''$ East, 78.87 feet to an iron pin set at the point of reverse curvature;

with the arc of said curve to the right having a central angle of $95^{\circ}55'14''$, a radius of 33.00 feet, an arc length of 55.25 feet and a chord bearing and distance of South $35^{\circ}20'02''$ East, 49.02 feet to an iron pin set at a point of tangency;

South $12^{\circ}37'35''$ West, a distance of 272.32 feet to an iron pin set at a point of curvature;

with the arc of said curve to the left having a central angle of $08^{\circ}57'10''$, a radius of 308.00 feet, an arc length of 48.13 feet and a chord bearing and distance of South $08^{\circ}09'00''$ West, 48.08 feet to an iron pin set at a point of tangency;

South $03^{\circ}40'25''$ West, a distance of 240.00 feet to an iron pin set at a point of curvature;

with the arc of said curve to the right having a central angle of $90^{\circ}00'00''$, a radius of 33.00 feet, an arc length of 51.84 feet and a chord bearing and distance of South $48^{\circ}40'25''$ West, 46.67 feet to an iron pin set;

South $03^{\circ}40'25''$ West, a distance of 106.00 feet to a magnetic nail set in the centerline of Thompson Road;

thence North $86^{\circ}19'35''$ West, with the centerline of Thompson Road, a distance of 835.63 feet to a magnetic nail set at the southwesterly corner of that tract of land conveyed to Dwight K. Vance and Sherry L. Vance by deed of record in Deed Book 3712, Page 188;

thence North $03^{\circ}08'36''$ East, with the easterly line of said Vance tract, a distance of 585.00 feet to an iron pin set;

thence across said 3.0, 6.995 and 80.323 acre tracts, the following courses and distances:

South $86^{\circ}19'35''$ East, a distance of 630.55 feet to an iron pin set at a point of curvature;

with the arc of said curve to the right having a central angle of $10^{\circ}33'47''$, a radius of 325.00 feet, an arc length of 59.92 feet and a chord bearing and distance of South $81^{\circ}02'42''$ East, 59.83 feet to an iron pin set at the point of reverse curvature;

with the arc of said curve to the left having a central angle of $90^{\circ}00'00''$, a radius of 20.00 feet, an arc length of 31.42 feet and a chord bearing and distance of North $59^{\circ}14'12''$ East, 28.28 feet to an iron pin set at a point of tangency;

North $14^{\circ}14'12''$ East, a distance of 141.24 feet to an iron pin set at the southerly terminus of the westerly right-of-way line of said Sedgewick Court;

EXHIBIT "A"
(Page 2 of 3)

thence South 75°45'48" East, with said southerly terminus, a distance of 50.00 feet to the POINT OF BEGINNING and containing 12.314 acres of land, more or less, of which 2.922 acres are part of said 3.0 acre tract (PID: 222-002951), 6.785 acres are part of said 6.995 acre tract (PID: 222-000820), 2.056 acres are part of said 6.495 acre tract (PID: 222-000362) and 0.551 acre is part of said 80.323 acre tract (PID: 222-002952).

Subject, however, to all legal rights-of-way and/or easements, if any, of previous record.

Iron pins set, where indicated, are iron pipes, thirteen sixteenths (13/16) inch inside diameter, thirty (30) inches long with a plastic plug placed in the top bearing the initials EMIIT INC.

Bearing are based on North 86°19'35" West, for the centerline of Thompson Road as shown in Official Record 26621A14, Records Office, Franklin County, Ohio



EVANS, MECHWART, HAMBLETON AND TILTON, INC.

Heather L. King
Heather L. King
Professional Surveyor No. 8307

1/8/09
Date

HLK:jmm/January 8, 2009
12_3:4 ac 90020

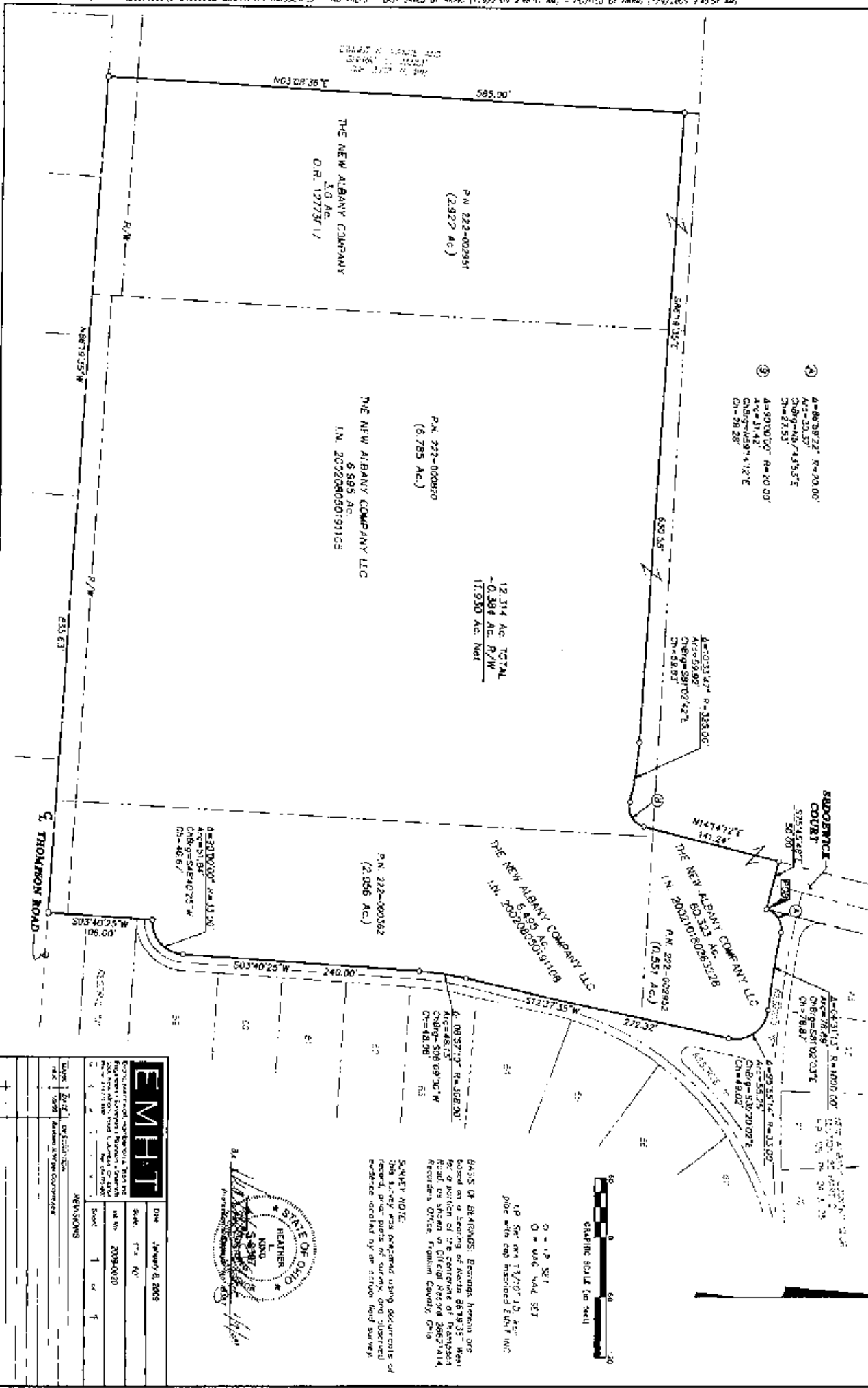
0-95-H
All of
(222)
362
+
Split 0.551 Ac out of (222) 2952
Split 6.785 Ac out of (222) 820
Split 2.922 Ac out of (222) 2951



29 Jan 09

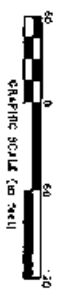
1-15-09
A. Hobart A. Hobart 1-15-09

SURVEY OF ACREAGE PARCEL
QUARTER TOWNSHIP 3, TOWNSHIP 2, RANGE 16
UNITED STATES MILITARY LANDS
VILLAGE OF NEW ALBANY, COUNTY OF FRANKLIN, STATE OF OHIO



BASED ON BEARINGS: Bearings herein are based on a bearing of Azimuth 86°19'35" West for a portion of the centerline of Thompson Road as shown on Official Record 2862-114, Recorder's Office, Franklin County, Ohio.

SURVEY NOTE:
This survey was prepared using documents of record, prior plats of survey, and observed evidence (including an active land survey).



EMHIT	
DATE	January 8, 2009
SCALE	1" = 40'
PROJECT	2009-0020
REVISIONS	

1-15-09

A. Hobart

A. Hobart 1-15-09

GENERAL WARRANTY DEED



200512130262517

Pages: 3 \$35.00 T20050098432
12/13/2005 3:29PM BKSTEWART TIT
Robert G. Montgomery
Franklin County Recorder

THE NEW ALBANY COMPANY LLC, a Delaware limited liability company, successor in interest to The New Albany Company Limited Partnership, a Delaware limited partnership, and The New Albany Company, an Ohio general partnership (the "Grantor"), with its principal office located in Franklin County, Ohio, for valuable consideration paid, grants, with general warranty covenants, to **M/I HOMES OF CENTRAL OHIO, LLC**, an Ohio limited liability company (the "Grantee", whether one or more than one), whose tax address is 3 Easton Oval, Suite 540, Columbus, Ohio 43219, the following described real property (the "Premises"):

Situated in the State of Ohio, County of Franklin and Village of New Albany:

Being Lots Numbered Thirty-Six (36) through Seventy-Three (73), both inclusive, and areas designated as Reserve "D", Reserve "E" and Reserve "F" (private alleys), of **THE NEW ALBANY COUNTRY CLUB SECTION 20, PART 2**, as the same are numbered and delineated upon the recorded plat thereof, of record in Plat Book 108, Pages 24 & 25, Recorder's Office, Franklin County, Ohio.

Property Addresses and Auditor Parcel Numbers are attached hereto as Exhibit "A".

Split out of Parcel Numbers: 222-002952; 222-002947; 222-000909; 222-000871; 222-000365; 222-001517; 222-1519; and 222-000362

Prior Instrument References: Official Record 12773C08; Official Record 12773F17; Official Record 13015J15; Official Record 14554B14; Official Record 14626F01; Official Record 164448H17; Official Record 20542A01; Official Instrument 1997110045402; Official Record 33387117; and Official Instrument 199707110045400, Recorder's Office, Franklin County, Ohio.

Subject to covenants, easements, conditions and restrictions of record, road rights-of-way, all applicable zoning ordinances and regulations and all other restrictions and regulations imposed by governmental authorities, taxes for the year of closing and subsequent years, utility, drainage, cable television and similar easements, restrictions and reservations common to **THE NEW ALBANY COUNTRY CLUB SECTION 20, PART 2**, and all terms, covenants, conditions, restrictions, encumbrances, liens, obligations to pay assessments, fees and charges, rights and easements set forth in the Master CC&Rs (as hereinafter defined), in the Country Club Community CC&Rs (as hereinafter defined) and in The New Albany Community Authority Declaration (as hereinafter defined).

COVENANTS AND RESTRICTIONS.

Grantee, by acceptance of this conveyance, covenants and agrees and shall be deemed to have covenanted and agreed, for Grantee and Grantee's successors, assigns, heirs and legal representatives: (i) to accept the conveyance of the Premises subject to the covenants, conditions, restrictions, easements, encumbrances, rights and all other matters set forth in the Declaration of Covenants, Conditions, Restrictions and Easements for The New Albany Communities, of record at Official Record 16185A01, Recorder's Office, Franklin County, Ohio, as the same may be amended from time to time (the "Master CC&Rs"); in the Declaration of Covenants, Conditions, Restrictions and Easements for The New Albany Country Club Community, of record at Official Record 16185C14, Recorder's Office, Franklin County, Ohio, as the same may be amended from time to time (the "Country Club Community CC&Rs"); and the Declaration of Covenants and Restrictions for The New Albany Community Authority, of record at Official Record 16999C04, Recorder's Office, Franklin County, Ohio, as the same may be amended from time to time (the "New Albany Community Authority Declaration"); (ii) to be bound by and comply with the terms of the Master CC&Rs, the Country Club Community CC&Rs and the New Albany

NC
JR

220050029

Stewart Title Agency
of Columbus Box

CONVEYANCE TAX
\$ 4940.00
JOSEPH W. TESTA

TRANSFERRED
DEC 13 2005
JOSEPH W. TESTA
AUDITOR
FRANKLIN COUNTY, OHIO

Community Authority Declaration. The Master CC&Rs, the Country Club Community CC&Rs and the New Albany Community Authority Declaration are incorporated herein by reference as if fully set forth herein in their entirety.

9th The Grantor has caused this instrument to be executed by its duly authorized officer this day of December, 2005.

GRANTOR:

THE NEW ALBANY COMPANY LLC,
a Delaware limited liability company


By Brent Bradbury
Brent Bradbury, Chief Financial Officer

STATE OF OHIO
COUNTY OF FRANKLIN, ss:

BE IT REMEMBERED, That on this 9th day of December, 2005, before me, the subscriber, a notary public in and for said state, personally came, Brent Bradbury, the Chief Financial Officer of THE NEW ALBANY COMPANY LLC, a Delaware limited liability company, the Grantor in the foregoing deed, and acknowledged the signing thereof to be his voluntary act and deed, on behalf of said company.

IN TESTIMONY THEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

Lisa J. Dwyer
Notary Public



LISA J. DWYER
ESTABLISHED IN OHIO
MY COMMISSION EXPIRES SEPTEMBER 23, 2008

This Instrument Prepared
Under the Direction of:
The New Albany Company LLC
8000 Walton Parkway, Suite 120
New Albany, Ohio 43054
(614) 939-8000

EXHIBIT "A"

ADDRESSES AND PARCEL NUMBERS

LOT NO.	ADDRESS	PARCEL NO.
36	7315 Southfield Road, New Albany, Ohio 43054	222-003587
37	7305 Southfield Road, New Albany, Ohio 43054	222-003588
38	7295 Southfield Road, New Albany, Ohio 43054	222-003589
39	4086 Chelsea Green East, New Albany, Ohio 43054	222-003590
40	4076 Chelsea Green East, New Albany, Ohio 43054	222-003591
41	4066 Chelsea Green East, New Albany, Ohio 43054	222-003592
42	4056 Chelsea Green East, New Albany, Ohio 43054	222-003593
43	4046 Chelsea Green East, New Albany, Ohio 43054	222-003594
44	4036 Chelsea Green East, New Albany, Ohio 43054	222-003595
45	4026 Chelsea Green East, New Albany, Ohio 43054	222-003596
46	4016 Chelsea Green East, New Albany, Ohio 43054	222-003597
47	4006 Chelsea Green East, New Albany, Ohio 43054	222-003598
48	3996 Chelsea Green East, New Albany, Ohio 43054	222-003599
49	4007 Chelsea Green East, New Albany, Ohio 43054	222-003600
50	4017 Chelsea Green East, New Albany, Ohio 43054	222-003601
51	4027 Chelsea Green East, New Albany, Ohio 43054	222-003602
52	4037 Chelsea Green East, New Albany, Ohio 43054	222-003603
53	4047 Chelsea Green East, New Albany, Ohio 43054	222-003604
54	4048 Chelsea Green West, New Albany, Ohio 43054	222-003605
55	4038 Chelsea Green West, New Albany, Ohio 43054	222-003606
56	4028 Chelsea Green West, New Albany, Ohio 43054	222-003607
57	4018 Chelsea Green West, New Albany, Ohio 43054	222-003608
58	4008 Chelsea Green West, New Albany, Ohio 43054	222-003609
59	4015 Chelsea Green West, New Albany, Ohio 43054	222-003610
60	4025 Chelsea Green West, New Albany, Ohio 43054	222-003611
61	4035 Chelsea Green West, New Albany, Ohio 43054	222-003612
62	4045 Chelsea Green West, New Albany, Ohio 43054	222-003613
63	4055 Chelsea Green West, New Albany, Ohio 43054	222-003614
64	4065 Chelsea Green West, New Albany, Ohio 43054	222-003615
65	4075 Chelsea Green West, New Albany, Ohio 43054	222-003616
66	4085 Chelsea Green West, New Albany, Ohio 43054	222-003617
67	4095 Chelsea Green West, New Albany, Ohio 43054	222-003618
68	5005 Chelsea Green West, New Albany, Ohio 43054	222-003619
69	7285 Southfield Road, New Albany, Ohio 43054	222-003620
70	7275 Southfield Road, New Albany, Ohio 43054	222-003621
71	7265 Southfield Road, New Albany, Ohio 43054	222-003622
72	7255 Southfield Road, New Albany, Ohio 43054	222-003623
73	7245 Southfield Road, New Albany, Ohio 43054	222-003624
Reserve "D"	0.199 acre private alley	222-003625
Reserve "E"	0.532 acre private alley	222-003626
Reserve "F"	0.284 acre private alley	222-003627

REAL PROPERTY
MANAGEMENT, INC.
WWW.RPMANAGEMENT.COM

5550 BLAZER PARKWAY, SUITE #175
DUBLIN, OH 43017
MANAGEMENT: 614/766-6500
SERVICE: 614/766-6552
FAX: 614/792-9174

Welcome to the neighborhood!

Congratulations on the purchase of your new home. By now, you know that the home you have purchased is part of a community association. This community association is the organization that takes care of the common elements of your community such as entrance features, park areas, ponds, etc.

You will note that you paid a portion of your homeowners association dues for this year on your closing statement. This represents your portion of the common area maintenance expenses for the remainder of the year.

We are the management company for your community and coordinate the common area care and services. In addition, we also review your architectural applications should you choose to make modifications to the exterior of your home or significant landscape alterations or additions. You will also receive communication from us throughout the year about your community.

You can contact our office in the following manner:

Phone: 614/766-6500
Fax: 614/792-9174
Mail: 5550 Blazer Parkway, Suite #175
Dublin, OH 43017
Email: Accounting questions: account@rpmanagement.com
Common Area Service: service@rpmanagement.com
Property Manager: cealvis@rpmanagement.com

Please complete our attached homeowner information data sheet and TransOhio Residential Title Agency will submit it to our office along with your closing information.

Again, congratulations on the purchase of your new home and welcome to the community.

Sincerely,

Carolyn Alois

Real Property Management, Inc.

REAL PROPERTY
MANAGEMENT, INC.
WWW.RPMANAGEMENT.COM

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DUBLIN, OH 43017
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Sincerely,

Carolyn Alois

Real Property Management, Inc.